



# Order

Order Number 50391  
Created Date 6/24/2022  
Expiration Date 7/24/2022

Agile Sports Technologies, Inc. dba Hudl  
600 P Street, Suite 400  
Lincoln, NE 68508

## Address Information

Bill To Name Conner High School Ship To United States  
Bill To Email James.hicks@boone.kyschools.us  
Bill To 3310 Cougar Path  
Hebron, Kentucky 41048-9642  
United States

## Terms

Contract Value USD 31,950.00 Billing Frequency Annual  
Est. Start Date 7/15/2022  
Est. End Date 7/14/2025  
Year 1 USD 10,650.00  
Year 2 USD 10,650.00  
Year 3 USD 10,650.00

Type of Package Essential Package

## Product List

### Hudl Subscriptions

- 1 - Basketball (Mens) Hudl Silver
- 1 - Soccer (Womens) Hudl Silver
- 1 - Volleyball (Womens) Hudl Silver
- 1 - Basketball (Womens) Hudl Silver
- 1 - Soccer (Mens) Hudl Gold
- 1 - American Football (Mens) Hudl Gold

### Hudl Assist

- 1 - Womens Volleyball Unlimited Game 24 hr
- 1 - Mens Soccer Unlimited Game 12 hr
- 1 - Womens Soccer Unlimited Game 12 hr
- 1 - Mens Basketball Unlimited Game 24 hr
- 1 - Mens Football Unlimited Game + Scout 24 hr
- 1 - Womens Basketball Unlimited Game 12 hr

### Additional Products and Services

- 1 - Football Playtools
- 1 - Football Hudl Sideline Premium
- 1 - Basketball Focus Exchange Network
- 1 - Basketball Hudl Focus Indoor
- 1 - Football Hudl Focus Outdoor

Authorized Signature



# Order

Signature: Justin Turkel

Name: Justin Turkel

Title: Hudl Sales Manager

Effective Date: Jun 24, 2022

Signature:

Name:

Title:

Effective Date:

This Order and Organization's use of the products described on this Order are governed by the Organization Terms found at [www.hudl.com/eula](http://www.hudl.com/eula).

First Invoice will be sent 30 days before the start date once the executed order form is returned to Hudl by the customer. Payment terms are net 30.

If this Order is returned to Hudl after the estimated start date identified above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. If Organization currently has existing services with Hudl, the products described in this Order will be effective for the remainder of the current subscription term.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the customer. If you are a tax-exempt organization please provide a copy of your certificate at your earliest convenience. This is not an invoice.

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[High School, Club & College](#) 

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[Division I College & Professional](#) 

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[Support](#) 

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[Highlights](#)

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## User Terms and Conditions

Welcome to Hudl, and thanks for accessing our services. The services available on and through this website (the “**Services**” and the “**Site**”) are provided by Agile Sports Technologies, Inc. (“**Agile**”).

Your use of the Services and relationship with Hudl is governed by these User Terms of Service (this “**Agreement**”). The relationship between Hudl and your organization is governed by the Organization Terms of Service (“**Organization Terms**”). By using the Services, you agree to be bound by this Agreement, whether you are a visitor, which means that you simply browse the Site or any of its applications, or you are a user with a registered account (“**Registered User**”). Agile may at any time in its sole discretion (i) modify this Agreement and such modification shall be effective once posted to the Site; (ii) change the Site, including eliminating or discontinuing any Services or other feature of the Site; and/or (iii) deny or terminate your use of and/or access to the Site.

You agree to be bound to any changes to this Agreement when you use the Services or access the Site immediately after any modification to this Agreement has been posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

The term "**User**" refers to any visitor to the Site or Registered User, unless provided otherwise. You are only authorized to use the Services if you agree to abide by all applicable laws, this Agreement and the Organization Terms, if applicable. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Site or any of its applications and discontinue use of the Services immediately. If you wish to become a Registered User, communicate with other Users, and make full use of the Services, you must read this Agreement and indicate your acceptance during the registration process.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

## **1. Eligibility.**

Use of Services is void where prohibited. By using the Services, you represent to us that (a) any registration information that you submit is truthful, accurate and otherwise owned by (or licensed to) you; and (b) your use of the Services does not violate any applicable law or regulation.

## **2. Registration.**

Browsing of the Site's public pages is provided free of charge to any person. However, access to certain functionalities of the Site will require you to register with and/or provide certain information to us. We reserve the right to decline to provide Services to any person for any or no reason. When you sign up to become a Registered User, you will be asked to create a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another User at any time or disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all uses of your account.

In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and

conditions. Any such additional terms are hereby incorporated by reference into this Agreement.

### **3. Limited License.**

Agile authorizes you to copy materials on this Site to your hard drive solely for the purpose of viewing and using the Services on your computer. You may also print portions of the Site in hard copy for the sole purpose of facilitating your personal, noncommercial use and retention of information from the Site, provided, that (i) you must retain all trademark, copyright, and other proprietary notices contained in the original materials, (ii) you must provide attribution to Agile, and if possible provide a reference to the Site, (iii) the material must be printed in its entirety without modification, reformatting or adaptation of any kind, (iv) any such copies are subject to the terms and conditions of this Agreement and remain the property of Agile, and (v) you agree to advise any person to whom you share the materials as to this Agreement and they must agree to abide by this Agreement. You may not sell or modify the material or reproduce, republish, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose other than through the Services or the Site. Unauthorized use of the Services for any other purpose is prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Site or its content without our prior written permission. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Agile or others.

### **4. User Content.**

Except as provided in the Organization Terms or in this Agreement, Agile does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "**Content**") that you post or upload to the Site and/or through the Services ("**User Generated Content**"). After posting or uploading your User Generated Content to the Site and/or through the Services, you continue to retain all your ownership rights in such User Generated Content except as set forth in the Organization Terms or in this Agreement.

You are solely responsible for any third party Content in your User Generated Content and for the use of the User Generated Content, including on our Site and through the Services. We reserve the right to remove such Content, your User Generated Content and/or any other content in our sole and absolute discretion.

In addition, the Site and/or Services may contain Content, under license to Agile from one or more third parties, in which you are featured and/or visible or which includes your name, nickname, professional name, image, likenesses, other identifications, and biographical material ("User Featured Content" and together, with User Generated Content, "User Content").

You hereby grant to us and our licensees, distributors, agents, independent contractors, representatives and other authorized users (collectively, the "Agile Entities"), a perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such User Content, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on the Site or any related or affiliated sites, on third party web sites, cable networks and stations, broadband and wireless platforms, and or on any other products and services) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "**Content License**"). You appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm, fully utilize, or enforce the grant of rights, consents, agreements, assignments and waivers set forth in this Agreement.

You represent and warrant to us that:

- (i) you own the User Generated Content or otherwise have the legal right to post or transmit the User Generated Content in accordance with the terms of this Agreement,
- (ii) the posting or other transmission of the User Generated Content on or through the Services or Site or otherwise by Agile or the Agile Entities does not violate the privacy rights, publicity rights, intellectual property rights (copyrights, patents, trademarks), contract rights or any other rights of any person or entity,

- (iii) without limiting this Agreement, you have provided your consent to the use of User Featured Content to your school and/or applicable athletic organization from which Agile has obtained, directly or indirectly, such User Feature Content. To the extent that any of the User Content on the Site and/or Services features a child of User under the age of 18, User is deemed to have consented to the Content License on such child's behalf and the foregoing representations with regard to such Content, and such child shall also be deemed to be a User for purposes of this Agreement.;
- (iv) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by us of any of the rights herein granted You have secured and will maintain all rights necessary for us to use and enjoy the rights herein granted. You have not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to us; and
- (v) If you are under eighteen (18) years of age, you further warrant and represent that you either: (I) are an emancipated minor, or (II) possess legal parental or guardian consent to enter into this agreement and use the site and services.
- (vi) To the extent any "moral rights," "ancillary rights," or similar rights in or to the User Content exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or the Agile Entities, and you shall procure the same agreement not to enforce from any others who may possess such rights. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to or through the Services.

## **5. Infringing Content; Digital Millennium Copyright Act**

We reserve the right to remove any User Content that is alleged to infringe the copyright of a third party or otherwise violates any third party rights and/or to suspend or terminate a User's access privileges in the event of repeat infringement by a User.

If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Services, you may submit a notification pursuant to the Digital Millennium

Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;
- (ii) a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- (iii) if applicable, a description of where the material that you claim is infringing is located on the Site;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate.

Our designated ("**Copyright Agent**") to receive notifications of claimed infringement is Jasmine Kingsley, who may be contacted by email at [legal@hudl.com](mailto:legal@hudl.com) or by mail at 600 P Street, Suite 400, Lincoln, NE 68508. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice pursuant to the DMCA containing the following information to the Copyright Agent:

- (i) your physical or electronic signature;
- (ii) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- (iii) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Nebraska, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.



If a counter-notice is received by the Copyright Agent, Agile may, in its sole discretion, send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored.

## **6. Agile Intellectual Property.**

The Site and the Services, as well as certain Content available therein (together, "**Agile Intellectual Property**"), are protected by copyright, trademark, patent, trade secret and other intellectual property laws in the United States and other countries, and Agile owns and retains all such rights in the Agile Intellectual Property.

Without limiting the foregoing, Agile, Hudl, the Hudl logo, are trademarks of Agile, protected under international law, the laws of the United States and other countries. Other parties' trademarks used, depicted or identified on this Site are the property of their respective owners, used here by permission, and may be registered in one or more countries. Use on this Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply Agile's affiliation with or endorsement of that party, or that party's sponsorship or endorsement of Agile and their products or services.

## **7. User Conduct.**

You agree not to use the Services or the Site to take any action(s) that, (and your continued use of the Site and Services are conditioned on not taking any action(s) that):

- patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- solicits personal information; provides any User telephone numbers, street addresses, last names, URLs or email addresses; involves the transmission of "junk mail," "chain letters," or "unsolicited mass mailing", "instant messaging", "phishing", "spimming" or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated files;
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- are contrary to Agile's public image, goodwill, or reputation;
- infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- express or imply that any of your statements, activities or causes are endorsed by us, without our prior written consent in each instance;
- transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;
- "frame" or "mirror" any part of the Site without our prior written authorization;
- distribute any virus, worm or other similar or deleterious files, scripts or programming routines;
- interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of Agile or its licensors or suppliers;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any submission; and/or
- execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Website's servers or any data not intended for you.

Further, you agree not to use the Services or the Site to participate in:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement,

patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties;

- advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Agile reserves the right to restrict the number of emails that a User may send to other Users;

**You agree not to use the Services or the Site in any manner that violates or is otherwise not in accordance with the terms of the subscription package in which you are currently enrolled (“Account”). Any violation of the following usage rules may result suspension of the Services and/or loss of Account access:**

- **Each Account may be utilized by one “Team,” meaning one gender of one sport, from one institution (either a school or a club).**
  - **Only one sport is permitted per Account.** For example, Basketball film cannot be uploaded to a Football account and vice versa.
  - **Only one gender is permitted per Account, regardless of sport.** For example, Girls' Basketball cannot upload film to the Boys' Basketball account and vice versa.
- **Each Team is permitted to subclassify into “Sub-Teams.” The number of Sub-Teams per Account shall be as follows:**
  - **Club & Youth:** 1 Team per Account; 0 Sub-Teams. For example, a Football team for 12U may only upload 12U film. 11U and 10U would require separate Accounts, though they may be associated under the same organization.
  - **High School:** 1 Team per Account; 4 Sub-Teams. For example, Boys' Football may have separate Sub-Teams for the Freshman, Sophomore, JV and Varsity rosters.
  - **College:** 1 Team per Account; 2 Sub-Teams. For example, Men's Football may subclassify into separate Sub-Teams for (a) starters and reserves or (b) offense and defense.
- If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own Account.

You agree not to attempt to impersonate another User or other individual, and you acknowledge that the Services are for public and not private communications and that you have no expectation of privacy with regard to any User Content. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any User Content on this Site is at your own risk.

If you become aware of misuse of the Services by any person, please contact Agile at [legal@hudl.com](mailto:legal@hudl.com). Agile reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Site or Services at any time, for any or no reason, with or without prior notice, and without liability.

You agree to indemnify and hold Agile, the Agile Entities, and their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site and Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any User Content posted on the Site or through the Services causes Agile to be liable to another third party or User.

## **8. Privacy.**

You agree to the terms of the Agile Privacy Policy, as it may be updated from time to time, a copy of which is posted on the Site.

## **9. Links to Other Sites.**

The Site contains links to web sites not operated or maintained by Agile. These links are provided solely as a convenience to you and not as an endorsement by Agile of the contents of such third party web sites. Agile is not responsible for the content of the sites of others and makes no representation regarding the content or accuracy of materials on such sites. If you decide to access linked third-party web sites, you do so at your own risk, and waive any and all claims against Agile regarding the inclusion of links to outside web sites or your use of those web sites.

By using functionality available on the Services or the Site that facilitates livestreaming through YouTube, you agree to be bound by YouTube's Terms of

Service (<https://www.youtube.com/t/terms>).

## **10. Disclaimers.**

DISCLAIMERS OF WARRANTIES: AGILE DOES NOT WARRANT THAT THE SITE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THIS SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND/OR OTHER HARMFUL MATERIALS. IF YOUR USE OF THE SITE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, AGILE IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AGILE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. AGILE MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER AGILE NOR THE AGILE ENTITIES OR THEIR DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, ARISING FROM THE USE OF THIS SITE AND SERVICES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDY: IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE SERVICES.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions. Agile makes no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the content of this site and the provisions of this Agreement.

## **11. Dispute Resolution.**

This Agreement shall be interpreted, construed and governed by the laws of the State of Nebraska, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Agile shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief.

## **12. Other Miscellaneous Terms.**

Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Agile's failure to expressly enforce any provision of this Agreement does not waive its rights to enforce that or any other provision. Agile may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder (in whole or in part) in its sole discretion.

## **13. NCAA Regulations / Other Regulations.**

Agile is in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with the Site, including your use of the Services. Accordingly, you are responsible for knowing and complying with the NCAA's rules, regulations, and laws or other similar rules, regulations, and laws (collectively, "NCAA Regulations"). Agile is not responsible if you do not abide by NCAA Regulations (or any other similar rules or regulations) in connection with your use of the Site, and/or Services. If you act in violation of the NCAA Regulations, Agile may take reasonable steps in response, including, but not limited to, termination of your access to and use of the Site and/or reporting of such conduct to the NCAA, the authorities, or other appropriate entity. Agile does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).

## **14. Notice for California Users**

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer

Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

*Updated 2 March, 2022*

<b>Solutions</b>	<b>Products</b>	<b>Athletes and Fans</b>	<b>About</b>
High School	Hudl	Hudl Highlights	Advertise
Club	Sportscodes	Hudl Top 5	Press
Collegiate	Insight		Company News
Division 1 Colleges	Studio		Careers
Youth Football	Coda		
Professional	Wyscout		
Licensing Suite	Hudl GamePass		
	Hudl Assist		
	Hudl Focus		
	Hudl Focus Indoor		
	Hudl Focus Outdoor		
	Hudl Focus Flex		
	Hudl Sideline		
	Replay		
	Volleymetrics		
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English (US) •





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High School, Club & College



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Division I College & Professional



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Support



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Highlights

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## Organization Terms of Service

These Organization Terms of Service (“**Organization Terms**”) describe and govern the relationship between the Organization (defined below) and Hudl. If you are a Coach, Athlete, Team Admin, Organization Admin, or Visitor, the User Terms and Conditions describe and govern your use of and access to the Platform. These Organization Terms (or, if applicable, Organization’s written agreement with Hudl) and any invoices together form a binding agreement (the “**Agreement**”) between Organization and Hudl. If any terms in Section 14 apply to Organization, those terms are also incorporated here by reference and are part of the Agreement.

When Hudl updates the Platform or the way the Platform works, it may also update the Organization Terms and your Agreement. If that happens, Hudl will post an updated version of the Organization Terms and notify Organization via the Organization Admin’s e-mail address on file; the update will be effective as of the date that Hudl identifies in the email.

### 1. Key Definitions.

1.1 An “**Athlete**” is any individual who has been given access to a Team’s account with the ‘athlete’ feature set activated.

1.2 A “**Coach**” is any individual who has been given access to a Team’s account with the ‘coach’ feature set activated.

1.3 An “**Organization**” is the organization that you represent when establishing a Hudl account. If you set up an account (a) for an educational institution or (b) using a corporate email address, then the Organization is the applicable educational institution or corporate organization. If you sign up on behalf of an educational institution using a different corporate email address, then the Organization is the educational institution. Either way, the Organization can change your role on the account and otherwise modify the Organization’s accounts.

account (an “**Organizational Admin**”). An Organization may designate additional Organizational Admins, each of which shall have authority described in this paragraph. The Organizational Admin has authority to make changes to the Organization’s account, to remove or add other users from the Organization’s account (including other Organizational Admins) and to take any other actions and obtain any other information related to the Organization. The Organization is responsible for the actions of its Organizational Admins and to update the Organizational Admins associated with its account.

1.5 An “**Authorized User**” is any Organizational Admin, Team Admin, Coach, or Athlete that has been granted access to an account associated with your Organization.

1.6 A “**Subscription**” is an annual license that permits one or more Teams to access the Platform and any particular Services described in the Invoice.

1.7 A “**Team**” is a sports team associated with an Organization. For example, a high school’s varsity football team is one Team, and its junior varsity football team would be another Team.

1.8 Each Team must have at least one individual identified as its team’s administrator (a “**Team Admin**”). Team Admins have the all permissions and authorities of a Coach, plus the power to add or remove other Coaches and Team Admins from the Team.

## **2. Payment.**

2.1 **Invoices.** When an Organization first signs into the Platform, Hudl posts an invoice for the Subscription in each Team Admin’s account via the Platform. When an Organization adds new Teams to its account or new Services to its account, Hudl posts each Team’s new invoice to the Team Admins’ accounts via the Platform. Upon renewal, Hudl makes an invoice available for the renewal Subscription term in each Team Admin’s account via the platform 45 days before the last day of the then-current Subscription. If the Organization purchases or renews an Organization-wide Subscription for multiple Teams, Hudl invoices the Organization Admin or other billing contact identified by Organization outside of the Platform. If the Organization purchases additional Services, Hudl may issue invoices outside of the Platform, as described in such Service’s applicable Service Terms.

2.2 **Payment.** Organization must pay Hudl the amount identified as due on the invoice (“**Fees**”) on or before the due date on the invoice, or Hudl may deactivate or limit the applicable Subscription. All Subscriptions are invoiced in advance and are not refundable or cancelable (unless stated otherwise on the invoice or the written agreement, if applicable). Organization is responsible for all Fees related to the use of the Platform by its Coaches, Organization Admins, and Team Admins. Hudl may change the Fees at any time without notice to Organization, and such Fees shall be effective upon the next renewal.

2.3 **Credit Card Payments.** If Organization’s Coaches, Organization Admins or Team Admins provide Hudl with a credit card, Organization hereby authorizes Hudl to charge the credit card for the Subscription for the Fees. Hudl will bill the credit card on file for the relevant Subscription renewal unless Organization cancels its Subscription or otherwise pays the Fees before the due date.

## **3. Data Requests.**

When Organization requests any data uploaded by its Authorized Users, Hudl will follow the procedures described in its Privacy Policy.

**4.1 Hudl Assist.** If Organization or its Teams use Hudl Assist, the Hudl Assist Terms also apply to such use.

**4.2 Hudl Focus.** If Organization or its Teams order or use Hudl Focus, the Hudl Hardware Terms also apply to the purchase and the Hudl Focus Terms apply to the use. If Organization or its Teams use pilot or limited release versions of Services (as indicated on the order), the Pilot Terms apply to the use.

**4.3 Hudl Replay.** If Organization or its Teams use Hudl Replay, the Hudl Replay Terms also apply to such use.

**4.4 Hudl Sideline.** If Organization or its Teams order or use Hudl Sideline, the Hudl Hardware Terms also apply to such use.

**4.5 VolleyMetrics.** If Organization or its Teams order or use VolleyMetrics, the VolleyMetrics Terms also apply to such use.

## **5. Licenses.**

**5.1 Platform License Grant.** Subject to these Organization Terms, Hudl grants to Organization the non-exclusive, non-transferable, revocable right during the Term (as defined below) to (i) download and install the Installed Software on Authorized User's personal computers, and (ii) access and use the Platform for internal use by Authorized Users. Organization may grant its Authorized Users the rights in (i) and (ii). As a condition of the grant in this section, Organization may not modify, transfer, or otherwise sublicense or distribute the Platform to any third party, and Organization may not disassemble, decompile or reverse engineer any aspect of the Platform. Hudl may immediately terminate the foregoing license upon any breach (including any attempted and/or threatened breach) of this Section 5.1.

**5.2 Grants to Hudl.** Subject to these Organization Terms, Organization grants the following license rights to Hudl (and its licensees, sublicensees, distributors and subdistributors):

(i) *Video*: the non-exclusive, royalty-free right, to all Intellectual Property Rights of Organization in the Video, to use Organization's Video for the purpose of (a) enabling Authorized Users to use the Platform during the Term, (b) to permit recruiters confirmed by Hudl's affiliate, Haymarket, LLC, to access the Video for recruiting purposes only, (c) if Organization authorizes through the Platform, the release, (which includes the right to sublicense, license, distribute or subdistribute) of the Video, in whole or in part, to third parties, including but not limited to Hudl's distributors, independent contractors and agents, to (1) use such released Video to provide the Platform community features to users and to other third parties during the Term, and (2) to reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon (including inserting advertising therein), perform and otherwise use such released Video, in whole or in part, in perpetuity in all media formats and channels now known or hereafter devised (including on Hudl's websites, third party websites, cable networks and stations, broadband and wireless platforms, products and services) for any and all purposes, including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to, or permission from Organization, with or without attribution and without any royalty or payment obligations, which rights in this subsection (c) shall survive any termination or expiration of these Organization Terms.

(ii) *Coaching Data*: the non-exclusive, royalty-free right, to all Intellectual Property Rights of Organization and its Authorized Users in the Coaching Data, to use Organization's

use the Platform during the Term.

(iii) *Vital Information*: the non-exclusive, royalty-free and perpetual right to all Intellectual Property Rights of Organization and its Authorized Users in the Vital Information to use the Vital Information in connection with the Platform and otherwise.

(iv) *Statistical Data*: the non-exclusive, royalty-free and perpetual right, to all Intellectual Property Rights of Organization to use the Statistical Data in any manner.

(v) *Hosting*: Without limiting the above, Hudl may sublicense the rights in this Section 2 during the Term as necessary to enable any third party hosting of the Platform.

**5.3 Ownership.** Except for the licenses provided in this Section 5, as between Hudl and Organization, (i) Hudl owns all Intellectual Property Rights in the Platform, Hudl's marks and business model, Feedback (as defined below), and any other rights not expressly granted to Organization herein and (ii) Organization retains all Intellectual Property Rights in the Video, Coaching Data, and Statistical Data. No other licenses are granted.

**5.4 Feedback.** Hudl owns all Intellectual Property Rights in any Feedback and may use such Feedback for any purpose related to the Platform without further approval or acknowledgement, and Organization, on behalf of itself and its Authorized Users, hereby assigns to Hudl any and all rights in such Feedback throughout the universe in perpetuity. "Feedback" shall mean any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Platform, whether solicited by Hudl or provided by Organization or its Authorized Users without any such solicitation ("Feedback").

## **6. Promotion.**

Hudl may publicize and market Organization as a customer. Subject to Hudl's confidentiality obligations hereunder, Hudl may display on Hudl's website and in any and all promotional materials (irrespective of the means of exploitation) a case study or other customer usage scenario referencing or featuring Organization. Hudl may prepare and utilize testimonials of a reasonable number of Authorized Users, subject to Organization's prior consent (to the extent Organization is entitled to grant such consent). Organization hereby grants to Hudl, and represents to Hudl that it may grant, a non-exclusive, non-transferable, royalty-free license for Hudl to make use of Organization's name or logo during the Term on Hudl's website and in any and all promotional materials (irrespective of the means of exploitation). All such use shall inure to the benefit of Organization, and Hudl shall have no implied right to any other intellectual property of Organization except as set forth in these Organization Terms. Hudl shall use its best efforts to comply with any use guidelines that Organization provides to Hudl in writing; provided, that an inadvertent failure to comply shall not be a breach of these Organization Terms.

## **7. Confidentiality.**

Each party (a "Receiving Party") may be provided or have access to Confidential Information (as defined below) of the other party (a "Disclosing Party"). Confidential Information will not include anything that (a) is authorized by Organization for disclosure to third parties pursuant to the terms of these Organization Terms or use of the Platform, as provided herein; (b) is already in the possession of the Receiving Party without obligation of confidence; (c) is independently developed by the Receiving Party without use of Confidential Information; (d) is or becomes available to the general public without breach of these Organization Terms; or (e) is rightfully received by the Receiving Party from a third party without obligation of confidence. Receiving Party agrees that it

third parties or use it in any way except as set forth herein, and take actions reasonably necessary to protect the confidentiality of the Confidential Information. “**Confidential Information**” means (i) any proprietary information, technical data, trade secrets or know-how of Hudl, including, but not limited to, research, product plans, and proprietary information concerning products and services, pricing, or other business or technical information of Hudl that is designated to be confidential or proprietary or which reasonably appears to be confidential or proprietary; and (ii) to the extent not otherwise released by Organization and except as provided in the Privacy Policy, the Video, Coaching Data, and Athlete profile data.

## **8. Term and Termination**

These Organization Terms shall commence upon the activation of an Organization’s Subscription and will continue for the initial period specified in Organization’s invoice; if no such initial period is designated, for a period of one year (such applicable period, the “**Initial Term**”). Following the Initial Term, these Organization Terms will automatically renew for additional one-year renewal terms upon payment by Organization (each a “**Renewal Term**” and together with the “Initial Term”, the “**Term**”), unless otherwise terminated as provided below. Organization may cancel its Subscriptions for one or more Teams at any time prior to the then-current Initial Term or Renewal Term, as applicable. Hudl may terminate these Organization Terms if Organization materially breaches these Organization Terms and fails to cure such breach within five (5) business days after written notice thereof. Upon termination, Organization shall have no further rights hereunder and shall promptly remove any Installed Software from all computers.

## **9. Representations and Warranties.**

Organization represents to Hudl as follows: (i) it has the authority to enter into and perform its obligations under these Organization Terms; (ii) it has all secured and will maintain any and all rights, consents and/or releases, including all Intellectual Property Rights, necessary to grant the licenses herein, including from any Authorized Users, independent contractors, governing athletic bodies, conferences or organizations, and parents of Authorized Users that are minors; (iii) the Video and the Coaching Data, as incorporated into the Platform by Organization and Hudl (or Hudl’s exploitation thereof) in accordance with the terms of these Organization Terms, do not violate, infringe upon, or misappropriate the Intellectual Property Rights, or any other right, of any third party; (iv) there are no existing or threatened claims or litigation which would materially adversely affect or materially adversely impair Organization’s ability to perform under these Organization Terms; (v) it has no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of these Organization Terms or the use or enjoyment by Hudl of any of the rights herein granted; and (vi) Organization has not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to Hudl.

Hudl represents to Organization that it has the authority to enter into and perform its obligations under these Organization Terms.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ORGANIZATION’S USE OF THE PLATFORM IS AT ORGANIZATION’S OWN RISK AND PROVIDED AS-IS, WITHOUT ANY WARRANTIES, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

### **10.1 Hudl Indemnification.**

Hudl shall defend or settle any action brought against Organization to the extent that it is based upon a third party claim that the Platform, as provided by Hudl to Organization under these Organization Terms and used within the scope of these Organization Terms, infringes any U.S. patent or any copyright or misappropriates any trade secret with regard to any third party (a "Claim"), and will pay any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Organization, provided that Organization (i) promptly notifies Hudl in writing of the Claim; (ii) grants Hudl sole control of the defense and settlement of the claim; and (iii) provides Hudl, at Hudl's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Claim. Notwithstanding the foregoing, any and all of Hudl's obligations under this Section 10 shall be limited to an amount equal to the subscription fees paid to Hudl under these Organization Terms.

If Organization's use of the Platform hereunder is, or in Hudl's opinion is likely to be, enjoined due to a Claim, Hudl may, at its sole option and expense, (i) use commercially reasonable efforts to procure for Organization the right to continue using the Platform under the terms of these Organization Terms; or (ii) use commercially reasonable efforts to replace or modify the Platform so that it is non-infringing and substantially equivalent in function to the enjoined aspects of the Platform; or (iii) terminate Organization's rights and Hudl's obligations hereunder with respect to the enjoined features of the Platform and refund to Organization a prorated portion of the Fees paid for such features for the then-current annual term.

Notwithstanding anything herein to the contrary, Hudl will have no liability for any infringement or misappropriation claim of any kind to the extent that related to: (i) modifications to the Platform made by a party other than Hudl; (ii) the combination, operation or use of the Platform or any other material licensed to Organization hereunder with equipment, devices, software or data not supplied by Hudl; or (iii) Organization's failure to use an enhancement, upgrade, or update provided by Hudl; (iv) Organization's breach of these Organization Terms; or (v) due to any action or inaction of Organization.

THE INDEMNIFICATION AND REFUND PROVISIONS OF SECTION 10.1, SUBJECT TO THE EXCLUSIONS THEREOF, SET FORTH HUDL'S SOLE AND EXCLUSIVE OBLIGATIONS, AND ORGANIZATION'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

### **10.2 Organization Indemnification.**

Organization shall indemnify and hold Hudl, its affiliates, and their respective directors, officers, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Organization's breach of these Organization Terms, including any representations and warranties set forth above. This Section 10.2 shall survive any termination or expiration of these Organization Terms.

## **11. Limitation of Liability.**

IN NO EVENT WILL HUDL BE LIABLE TO ORGANIZATION UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST VIDEO CONTENT, COACHING DATA, OR STATISTICAL DATA, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO HUDL BY ORGANIZATION PURSUANT TO THESE ORGANIZATION TERMS DURING THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE LIABILITY ARISES.

## **12. Miscellaneous.**

**12.1** If for any reason a court of competent jurisdiction finds any provision of these Organization Terms invalid or unenforceable, that provision of these Organization Terms will be enforced to the maximum extent permissible and the other provisions of these Organization Terms will remain in full force and effect. The parties' relationship is that of independent contractors. Hudl may assign these Organization Terms or any of its rights or obligations hereunder (in whole or in part) without Organization's consent. Organization may not assign these Organization Terms without the prior written consent of Hudl.

**12.2** These Organization Terms is governed by the laws of the State of Nebraska, except for its conflict of laws provisions. Venue for all disputes arising under these Organization Terms shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts; provided, however, that Hudl shall have the right to commence and prosecute any legal or equitable action or proceeding before any other U.S. court of competent jurisdiction to obtain injunctive or other relief.

**12.3** Any notices must be given in writing to the other party at the contact information indicated on an order(s) or Hudl's website, and shall be deemed given immediately upon personal delivery, three (3) days after deposit in the United States mail by certified or registered mail, one (1) day after overnight express courier; or upon confirmed transmission by fax or confirmed email receipt.

**12.4** The Agreement, including these Organization Terms and all referenced pages and invoices, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these Organization Terms and any other documents or pages referenced in these Organization Terms, the following order of precedence will apply: (1) the terms of any written agreement, (2) the portions of the applicable Service Terms that apply to Organization (if any), (3) the Organization Terms and (4) finally any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor onboarding process or web portal, or any other Organization order documentation (excluding documents authored by Hudl) will be incorporated into or form any part of the Agreement, and all such terms or conditions will be null and void.

## **13. Additional Definitions.**

**13.1 "Coaching Data"** means Organization's coaching tools and data, such as voice, drawing and textual annotations of Video, playbooks, diagrams, coaching presentation and testing materials, and communications between Authorized Users, as contained in the Platform. Coaching Data does not include Coach contact information.

**13.2 "Documentation"** means the user-, operations-, and training manuals that Hudl makes available to its Authorized Users generally in connection with the Platform.

**13.3 "Installed Software"** means those elements of the Platform intended for installation on personal computers.

applications and disclosures), copyright, trademark, trade secret, or other intellectual property right recognized in any country or jurisdiction in the world.

**13.5 “Platform”** means Hudl’s sports team communication, training, and management platform that is marketed as “Hudl”, Documentation, and any improvements, updates, fixes, or version upgrades provided by Hudl to Organization from time to time. Platform shall include the Installed Software, all websites, all mobile applications, and any other technological means to access Hudl’s platform.

**13.6 “Services”** means the additional services and products whose user terms are provided in Section 4.

**13.7 “Statistical Data”** means Team rosters and performance statistics for each Team and Authorized User, as inputted by an Authorized User into Platform.

**13.8 “Video”** means any and all Organization video clips and other game or practice film, uploaded by Organization or its Authorized Users to the Platform, including, the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes and other reproductions of the physical likeness and sound of the players, coaches, and all others appearing in the Video.

**13.9 “Vital Information”** means physical characteristics (e.g., height and weight) and contact information concerning any Authorized User, as input by Organization into the Platform or as otherwise publicly available.

## **14. Supplemental Terms**

**14.1 U.S. Government Organizations.** The terms of this Section 14.1 apply only if *Organization is a U.S. public or government entity (or use of the Platform is for the U.S. Government):*

*A. Use By or For the U.S. Government.* The Platform is a “commercial item,” as defined at 48 C.F.R. §2.101, and constitutes “commercial computer software” and “commercial computer software documentation,” as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

*B. Governing Law, Auto-Renewal, Venue, Publicity, Indemnification.* The sections in the Agreement addressing (i) governing law, (ii) automatic renewal, (iii) venue, (iv) publicity, and (v) indemnification by Organization are hereby waived to the extent they are prohibited by federal law.

**14.2 State or Local Government Organizations.** If Organization is a state or local government entity, the sections in the Organization Terms addressing (a) governing law, (b) venue, and (c) Organization’s indemnification of Hudl will not apply to Organization only to the extent Organization’s jurisdiction’s laws prohibit Organization from accepting the requirements in those sections.

**14.3 Education Organizations.** If Organization is a school or educator in the United States, Organization is responsible for complying with the U.S. Family Educational Rights and Privacy Act (“FERPA”) and any applicable state student data privacy laws. Organization shall at least (a) notify Athletes’ parents/guardians of any personally identifiable information that it will collect and share with Hudl and (b) obtain parental/guardian consent before its Athletes sign up or use the Platform. When obtaining such consent, Organization should provide parents/guardians with a copy of Hudl’s Privacy Policy. Organization must keep all consents on file and provide them to



shall obtain any required consents or approvals from the parent or guardian of any Athlete covered by similar laws and, as a condition to Organization's and its Athletes' use of the Platform, Organization shall comply with such laws. Hudl shall secure Organization's data in accordance with industry standard for education data.

*Updated May 2019*

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Youth Football	Coda				
Professional	Wyscout				
Licensing Suite	Hudl GamePass				
	Hudl Assist				
	Hudl Focus				
	Hudl Focus Indoor				
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English (US) ▾



