



Order

Name: Justin Turkel
Title: Hudl Sales Manager
Effective Date: Aug 22, 2022

Name:
Title:
Effective Date:

This Order and Organization's use of the products described on this Order are governed by the parties' written agreement or, if none exists, the Organization Terms of Service located at www.hudl.com/eula (in either case, the "Agreement") including any Orders executed in connection with the Agreement.

Invoice for year 1 amount will be sent 30 days before the start date once the executed order form is returned to Hudl by the customer. Additional invoices will be aligned with the annual billing dates for the existing multi-year deal for the remainder of the contract term. 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.

Signature:

Email: nicole.blaker@boone.kyschools.us



Order

Order Number 61544
Created Date 8/22/2022
Expiration Date 9/21/2022

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

Address Information

| | | | |
|---------------|--|---------|---------------|
| Bill To Name | Boone County High School | Ship To | United States |
| Bill To Email | lance.melching@boone.kyschools.us | | |
| Bill To | 7056 Burlington Pike Florence, Kentucky 41042-1697 United States | | |

Terms

| | | | |
|-----------------|---------------|-------------------|--------|
| Est. Start Date | 8/16/2022 | Billing Frequency | Annual |
| Est. End Date | 8/15/2025 | | |
| Year 1 | USD 11,750.00 | | |
| Year 2 | USD 10,500.00 | | |
| Year 3 | USD 11,750.00 | | |

Type of Package Essential Package

Product List

Hudl Subscriptions

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

Hudl Assist

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

Additional Products and Services

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

Authorized Signature

Signature: Justin Threlkeld
Agile Sports Technologies, Inc. 815.717.0011

Signature:

Organization Terms of Service

These Organization Terms of Service (the “**Organization Terms**”) govern Organization’s and its Authorized Users’ access to and use of the Products and Content. As part of these Organization Terms, Organization agrees, on behalf of itself and its Authorized Users, to comply with Hudl’s [Acceptable Use Policy](#) (the “**AUP**”). The Organization Terms, the AUP, and any applicable Orders, collectively form a binding agreement (the “**Agreement**”) between Organization and Hudl. This Agreement is entered into between Organization and Hudl as of the Effective Date. This Agreement is effective between Organization and Hudl as of, the earlier of, the date of Organization accepting this Agreement or using the Products (the “**Effective Date**”).

If you are not an Organization or Authorized User, the [Hudl Site Terms](#) describe and govern your use of and access to the Hudl Site. You are also subject to the AUP. Capitalized terms used but not defined in context have the meaning given to them in Section 18.

The parties hereby agree as follows:

1. Products

1.1. **Products.** Hudl will deliver the Products as described in the Order. Hudl will (a) provide applicable standard support for the Products to Organization at no additional charge; (b) use commercially reasonable efforts to make the online Services and Content available 24 hours a day, 7 days a week, excluding (i) planned downtime, (ii) emergency maintenance, and (iii) unavailability caused by Force Majeure Events, and (c) provide the Products in accordance with Applicable Law, subject to Organization’s and its Authorized User’s use of the Products in accordance with this Agreement.

1.2. **Software and Services.** Hudl grants Organization and its Authorized Users a limited, non-exclusive, non-sublicensable and non-transferable right to access and use the object code form of the Software and Services for Organization’s internal use during the applicable Subscription Term, subject to the terms of this Agreement. Subscriptions to Software include all updates to such Software during the Subscription Term, and such updates are deemed Software. Hudl is under no obligation to provide support for previous releases or versions of Software after 12 months from the date Hudl publicly released the newest version of such Software.

1.3. **Content.** Any Content available to Organization via the Software or Services is provided “as-is” and for Organization’s internal organization use in the amateur sport industry only, which may include scouting, education, coaching tutorials, and/or sport analysis. If Organization owns or otherwise holds any underlying Intellectual Property Rights in any Content, Organization hereby grants Hudl and its Affiliates and each of their service providers a license to all such Intellectual Property Rights in such Content to use, hold, maintain, reproduce, modify, and distribute such Content for use by users of Hudl’s and its Affiliates’ products and services and to host and provide such Content on such products and services. Organization agrees that it will download Content only as permitted by the Platform and will delete and immediately stop using such downloaded Content upon the conclusion of the Subscription Term for the applicable Product(s).

1.4. **Hardware.** Hudl will provide any Hardware to Organization subject to the terms of the Order and the applicable Product Specific Terms described in Section 7.

2. Use of Products

2.1. **Subscriptions.** Unless otherwise provided in the Order, (a) Organization purchases the Services and/or Software as a subscription for the term stated in the applicable Order or in the applicable online purchasing process (“**Subscription Term**”); (b) subscriptions for Services and/or Software that are added during a Subscription Term may be prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and (c) additional subscriptions may terminate on the same date as the underlying subscriptions.

2.2. **Organization Responsibilities.** As between Hudl and Organization, Organization is responsible (a) for its Authorized Users’ use of the Products and Content and their compliance with this Agreement; (b) for the accuracy and quality of, and its right to use and provide to Hudl and its Affiliates, all Organization Data; (c) for using commercially reasonable efforts to prevent unauthorized access to or use of the Products and Content and to notify Hudl promptly of such unauthorized access or use; and (d) for using the Products and Content only in accordance with this Agreement and Applicable Law. Any use of the Products or Content in breach of the foregoing by Organization or its Authorized Users that, in Hudl’s judgment, abuses or threatens the security, integrity, or availability of any services of Hudl or its Affiliates, may result in immediate suspension of Organization’s or an Authorized User’s access to the Products and/or Content; provided that, Hudl will use commercially reasonable efforts under the circumstances to provide Organization with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.3. **Restrictions.** Except to the extent expressly permitted by this Agreement, Organization will not and Organization will not allow its Authorized Users to, directly or indirectly (a) copy, modify, duplicate or create derivative works from, create improvements of, frame, mirror, republish, download, display, transmit or distribute all or any portion of any Product or Content in any form or media or by any means or attempt to do any of the foregoing; (b) rent, lease, lend, sell, sublicense, assign, distribute, display, disclose, publish, transfer or otherwise commercially exploit, or otherwise make available any Product or Content to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, or adapt any Product, in whole or in part, or otherwise attempt to derive or gain access to the Source Code of any Product, in whole or in part; (d) bypass or breach any security device or protection used by any Product or access or use the Products other than by an Authorized User using only the access credentials specifically allocated to that Authorized User; (e) input, upload, transmit or otherwise provide to or through the Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in

any manner the Products, Hudl's systems or Hudl's provision of services to any third party; (g) remove, delete, alter or obscure any trademarks or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights or other proprietary rights notices from any Products or any other Hudl materials, including any copy thereof and any Content; (h) access or use the Products or Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any Applicable Law; (i) use download acceleration tools, download management software, or otherwise abuse access to any Product in a way that strains or harms Hudl's systems; (j) broadcast, resell, publish, redistribute the Content or otherwise use or make the Content public or otherwise accessible by anyone other than Authorized Users; or (k) use the Content in any way other than for Organization's internal organization use in the amateur sport industry, which may include scouting, education, coaching, tutorials, and/or sport analysis.

2.4. Storage. There may be storage limits associated with Products purchased by Organization. Organization's account is allocated a specific amount of storage capacity as described in Hudl's product-specific documentation. Exceeding any applicable storage capacity is prohibited and may prevent Organization from adding more video, content, or data to Organization's account. Additional storage may be available for purchase.

2.5. Third-Party Integrations. Hudl may make available, through certain Products, functionality ("**Third-Party Integration**") that allows Organization to configure such Products to integrate with or obtain data from a software or service provided by a third party ("**Third-Party Service**"). The terms "Products", "Services", and "Software" do not include any Third-Party Service, or any data obtained by Organization through any Third-Party Integrations. Further, any data obtained by Organization through a Third-Party Integration shall be deemed to be "Organization Data". Notwithstanding anything herein to the contrary, Hudl is not responsible or liable to Organization or any third-party with respect to the functionality, changes to the features or specifications, or availability of any Third-Party Service or any data obtained through any Third-Party Integrations and further Hudl makes no representation or warranty with respect to any Third-Party Integration, or any data obtained through a Third-Party Integration or with respect to any Third-Party Service. Organization agrees that it is solely responsible for complying with any agreement Organization may have with the provider of, or any terms of service for, a Third-Party Service with which Organization uses Third-Party Integrations.

3. Organization Data

3.1. Generally. As between Hudl and Organization, Organization owns all right, title, and interest in and to the Organization Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use and all other aspects of the Organization Data.

3.2. Protection of Organization Data. Hudl will implement and maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Organization Data.

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

3.4. Messages. The Products may contain messaging and other interactive features that allow Authorized Users to post, submit, publish, display, or transmit to other Authorized Users within a Team or Organization certain content or materials on or through the Products ("**Messages**").

4. Grants to Hudl. Organization hereby grants the following license rights to Hudl and its Affiliates:

4.1. Public Content: the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to Section 16.4), royalty-free, fully paid up, perpetual and irrevocable right and license to use, reproduce, publicly perform, publicly display, transmit, distribute, aggregate, translate, alter, modify, and create derivative works of the Public Content, including any Intellectual Property Rights in the Public Content, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised, for any and all purposes. This license shall survive the termination of this Agreement.

4.2. Private Content: the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to Section 16.4), royalty-free, fully paid up right and license to process, host, copy, display, distribute, and otherwise use the Private Content solely to the extent necessary to provide the Products to and support for Organization or as may be required by Applicable Law.

5. Video Sharing

5.1. Organization-controlled Public Game Video Sharing. The Services include the capability for Organization, at its option and in its sole discretion, to share Practice Video or Public Game Video with other Organization-designated customers of Hudl and its Affiliates ("**Video Recipients**"). Organization acknowledges and agrees that Hudl and its Affiliates shall not be responsible for the acts or omissions of any Video Recipients with respect to such Practice Video or Public Game Video and that the copy of such Practice Video or Public Game Video that is shared with any Video Recipients will be deemed to be Shared Data.

5.2. Open Exchange Video Services. If Organization purchases, accesses, or uses any Open Exchange Services or otherwise authorizes Hudl or its Affiliates to add any particular Public Game Video to any Services, via the Platform (whether by use of features in the Services or in writing), Organization acknowledges and agrees that its Public Game Video will be added to Hudl's and its Affiliates' library of content available to users of their products and services and the particular copy of the Public Game Video added to the content library will be deemed to be Shared Data. Subject to the terms of this Agreement, Organization hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, transferable (only pursuant to Section 16.4) and perpetual license and right to derive and generate data from such Public Game Video and use such data.

6. Intellectual Property

6.1. Hudl Technology. Organization acknowledges and agrees that Hudl and its Affiliates retain all right, title and interest (including all Intellectual Property Rights) in and to the Software, Services, Content and Platforms and all right, title, and interest in and to all Intellectual Property Rights in Hudl Hardware; and any and all related and underlying technology, websites, and documentation with respect to any of the foregoing; data generated by Hudl or its Affiliates or suppliers pursuant to Section 5.2; Usage Data; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated in any of the foregoing (collectively, “**Hudl Technology**”). Except for the express limited rights set forth in this Agreement, no right, title, or interest in any Hudl Technology is granted to Organization. Further, Organization acknowledges and agrees that for any Services offered as online, hosted solutions, Organization has no right to obtain a copy of the underlying computer code (whether object code or Source Code) for such Services and for any Software. Notwithstanding anything to the contrary, Hudl and its Affiliates may use Feedback for any purpose without further approval or acknowledgement, and Organization hereby irrevocably assigns to Hudl all rights in such Feedback throughout the universe in perpetuity.

6.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, Hudl and its Affiliates may collect and use Usage Data to develop, improve, support, and operate their products and services; provided that they may not share any Usage Data that includes Organization’s Confidential Information with a third party other than their service providers except to the extent that the Usage Data is aggregated and anonymized such that neither Organization nor any individual or Authorized User can be identified.

7. **Product Specific Terms**. In addition to these Organization Terms, the below-described terms (“**Product Specific Terms**”) apply if Organization is purchasing or using any of the Products listed below.

7.1. Hudl Assist. Hudl Assist is a Service by which an Organization can submit game film to Hudl and receive back game and team statistics analyzed and tagged by Hudl’s team of professional analysts. If Organization or its Teams use Hudl Assist, the Hudl Assist Terms also apply to such use.

7.2. Hudl Hardware

7.2.1. Hudl Hardware Terms. Any Hardware, other than Pilot Hardware, provided to Organization by Hudl is subject to the Hudl Hardware Terms.

7.2.2. Hudl Focus Terms of Service. Hudl Focus is a smart camera that captures and uploads games and practices to Hudl. If Organization or its Teams purchase or use Hudl Focus, the Hardware Terms, and the Hudl Focus Terms of Service also apply to such use.

7.3. Hudl Streaming. The Hudl Streaming Service includes, among other things, streaming, audio and video publishing software, hosted content distribution tools, and technological feature subscriptions. If Organization or its Teams purchase or use the Hudl Streaming Service, the Hudl Streaming Terms also apply to such use.

8. **Pilot Products**. Hudl sometimes releases products and features that Hudl is still testing and evaluating. Any Pilot Products provided by Hudl to Organization are subject to the Pilot Terms and Conditions (the “**Pilot Terms**”). Organization is under no obligation to use any Pilot Products.

9. Notice and Procedure For Making Claims of Copyright Infringement

9.1. The AUP describes the procedure for making claims of copyright infringement.

10. Payment

10.1. Fees; Taxes. Organization will pay Hudl the Fees as specified in the Order or applicable Invoice. Except as otherwise specified in the Order or applicable Invoice, (i) Fees are based on Products purchased and not actual usage; (ii) payment obligations are non-cancellable and Fees paid are nonrefundable (except as provided in Section 12.3), (iii) quantities purchased cannot be decreased during the Term; and (iv) Fees are due net-30 days from the Invoice date unless otherwise set forth in the Order. All Fees and other amounts payable under this Agreement are exclusive of any taxes, levies, duties, or similar government assessments of any nature, including without limitation, sales, use, value-added, or withholding taxes (collectively, “**Taxes**”). If applicable, all Taxes will be added to Invoices at the appropriate rate and are payable by Organization in full without any set-off, counterclaim, deduction, or withholding, unless Organization provides Hudl with a valid tax exemption certificate authorized by the appropriate taxing authority.

10.2. Purchase Orders. If Organization issues a purchase order upon entering into an Order or receiving an Invoice from Hudl, then (i) any such purchase order submitted by Organization is for Organization’s internal purposes only, and Hudl rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they purport to add to or conflict in any way with this Agreement or the applicable Order, and such additional or conflicting terms will have no effect; (ii) any such purchase order shall be for the total Fees owing under the applicable Order; and (iii) on request, Hudl will reference the purchase order number on its Invoices (solely for administrative convenience), but only if Organization provides the purchase order at least ten (10) business days prior to the issuance of the Invoice and requests that the Invoice include such purchase order number by emailing: billing@hudl.com.

10.3. Suspension of Products and Acceleration. If any charge owing by Organization under this or any other agreement is more than fifteen (15) days overdue, Hudl may, without limiting its other rights and remedies and where permitted by Applicable Law, accelerate Organization’s unpaid fee

obligations under such agreements so that all such obligations become immediately due and payable, and/or suspend access to the Products until such amounts are paid in full, provided that, Hudl will give Organization at least ten (10) days' prior notice that its account is overdue before suspending services to Organization.

10.4. Payment Disputes. Hudl will not exercise its rights under Section 10.3 if Organization is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute, as determined in Hudl's reasonable discretion.

11. Confidentiality

11.1. Definition. "Confidential Information" means any information relating in any manner to the business and/or affairs of Hudl (and its Affiliates) or Organization which may be communicated, disclosed, or otherwise made available to the other party under or in connection with this Agreement, including information consisting of or relating to technology, trade secrets, know-how, business operations, plans, strategies, and customers. To the extent permitted by Applicable Law, including applicable public record laws, the terms and conditions and pricing set out in this Agreement shall be deemed Hudl's Confidential Information.

11.2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no fault of, or breach of this Agreement by, the receiving party or its Representatives; (b) was in the receiving party's lawful possession prior to the time of being disclosed or made available in connection with this Agreement; (c) is lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information, which independent development can be shown by written or other documentary records. Confidential Information does not include Public Content.

11.3. Use and Disclosure Restrictions. Neither party shall use the other party's Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement and shall not disclose such Confidential Information to any third party except to its Affiliates, employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement ("Representatives"), provided that each such Representative is subject to confidentiality obligations that are at least as protective as those set forth herein. Each party shall use commercially reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance and shall be responsible for any of its Representatives' non-compliance with the terms of this Section 11. The foregoing obligations shall not restrict either party from disclosing the terms and conditions of this Agreement and/or any Confidential Information of the other party: (a) as required by Applicable Law, including applicable public record laws, provided that, to the extent permitted by Applicable Law, the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to its legal or financial advisors; (c) pursuant to any disclosure process, procedure or obligation under any securities exchange on which the capital stock of that party and/or any of its Affiliates may be listed from time to time; and/or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party, provided that each such party is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein.

11.4. Injunctive Relief. A breach, or threatened breach, by a party of its obligations under this Section would result in irreparable harm for which the other party would not have an adequate remedy at law and shall entitle a party to seek injunctive relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy, in addition to any other remedy to which it may be entitled.

12. Term and Termination

12.1. Term. This Agreement shall commence upon the Effective Date and shall continue until all Orders that reference these Organization Terms have expired or have terminated, unless earlier terminated as provided in this Agreement (the "Term"). The term of each subscription for Services, Software, and/or Content shall be as specified in the applicable Order. The Subscription Term includes the initial term and any renewal terms set forth in the applicable Order.

12.2. Termination. Without affecting any other right or remedy available to it, either party may terminate this Agreement for cause (a) if the other party materially breaches this Agreement (i) upon written notice if such breach is incapable of cure or (ii) if such breach is capable of cure, upon 30 days' written notice to the other party of such material breach if the breach remains uncured at the expiration of the notice period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors, or any event which is analogous to any of the foregoing events.

12.3. Effect of Termination. If Organization terminates this Agreement pursuant to Section 12.2, Hudl will refund Organization on a pro rata basis for any prepaid Fees for the remainder of the applicable Subscription Term, calculated from the effective date of termination. If Hudl terminates this Agreement pursuant to Section 12.2, Organization will pay any unpaid Fees under any Order, which Fees shall become immediately due and payable, to the extent permitted by Applicable Law. In no event will Organization be relieved of its obligation to pay outstanding Fees for the period prior to the effective date of termination. Termination of this Agreement will also terminate all outstanding Orders hereunder without further notice. Upon termination, Organization shall immediately cease use of all Products and Content and Hudl may disable all Organization and Authorized User access to the Products.

12.4. Survival. The licenses in Sections 1.3, 4.1, 5.1, and 5.2 as well as Sections 6, 11, 12.3, 12.4, 13, 14.4, 15, and 16 and those additional Sections or sub-Sections that expressly or by their nature or by implication survive termination, shall survive termination of this Agreement.

13. Warranties; Disclaimer

13.1. Hudl Warranties. Hudl represents and warrants that at all times during the Term: (i) the Services and Software will be capable of performing, in all material respects in accordance with Section 1.1; and (ii) the Services, Software, and Hudl Hardware will not contain, to Hudl's knowledge, any computer code designed to disrupt, disable, harm, or otherwise maliciously impede the operation of Organization's systems and (iii) Hudl has the right, power, and authority to enter into this Agreement. Organization acknowledges that its exclusive remedy for any breach of the warranties in this Section are those described in Sections 12.2 and 12.3.

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

13.3. Disclaimer. EACH PARTY AGREES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED UPON ANY ADVICE, INFORMATION, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE OTHER PARTY OR ELSEWHERE AND THAT NO WARRANTY OR WARRANTIES EXIST BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT. ORGANIZATION ACKNOWLEDGES AND AGREES THAT NON-HUDL HARDWARE IS SUBJECT TO SEPARATE WARRANTIES PROVIDED BY ITS MANUFACTURER(S) AND THAT THE WARRANTIES IN SECTION 13.1 DO NOT APPLY, AND HUDL STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO NON-HUDL HARDWARE. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) ORGANIZATION ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE PRODUCTS AND FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR CONTENT, ANY INSTRUCTIONS, SCRIPTS, OR ORGANIZATION MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY ORGANIZATION IN CONNECTION WITH THE PRODUCTS, OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT ORGANIZATION'S OR ITS AUTHORIZED USERS' DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR CONTENT WILL MEET ORGANIZATION'S REQUIREMENTS IS MADE OR GIVEN; (D) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT; AND (E) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13.1, THE PRODUCTS AND CONTENT ARE PROVIDED TO ORGANIZATION ON AN "AS IS" BASIS.

14. Mutual Indemnification

14.1. Hudl's Indemnity. Hudl will defend Organization against any claim, demand, suit or proceeding made or brought against Organization by a third party alleging that the Services, Software, and/or Hudl Hardware (the "Indemnified Products") infringes, misappropriates, or otherwise violates such third party's intellectual property rights, and will indemnify Organization from any damages, attorney fees and costs finally awarded against Organization or agreed in settlement by Hudl resulting from such claim. If Organization's use of the Indemnified Products is, or in Hudl's opinion is likely to be, subject to an infringement claim, Hudl may, at its sole option and expense, either: (a) replace or modify such Indemnified Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for Organization the right to continue using the Indemnified Product(s) under the terms of this Agreement; or, if options (a) and (b) are not commercially reasonable, (c) terminate this Agreement or the applicable Order and refund to Organization the unused Fees that Organization has prepaid for the applicable Indemnified Product(s). The foregoing indemnification obligation of Hudl will not apply to the extent the applicable claim is attributable to (1) the modification of the Indemnified Product by any party other than Hudl or if such modification is based on Organization's specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by Hudl; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) any Indemnified Product(s) provided as a free trial or under an Order or other agreement for which there is no charge.

14.2. Organization's Indemnity. To the fullest extent permitted by Applicable Law, Organization will defend Hudl and its Affiliates against any claim, demand, suit or proceeding made or brought against Hudl by a third party alleging that (a) the Organization Data, including without limitation, Customer Content and Organization's Content Submissions or (b) Organization's broadcast or redistribution of the Content or any use of the Content other than internal business use in the professional and/or amateur sport industry, infringes, misappropriates, or otherwise violates such third party's Intellectual Property Rights, and will indemnify Hudl from any damages, attorney fees and costs finally awarded against Hudl or agreed in settlement by Organization resulting from such claim.

14.3. Conduct of Claims. In the event of any potential indemnity obligation under this Section 14, the indemnified party will (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense; provided that the indemnified may engage its own legal counsel at the indemnified's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 14.3 will not relieve the indemnifying party of its indemnity obligations, except that the indemnifying party is not liable for any litigation expenses that the indemnified party incurred prior to the date on which notice was given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide timely notice to the indemnifying party. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use the infringing materials) or require any admission of fault by the indemnified party, without the

indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. The indemnifications obligations under this Section 14 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

14.4. Sole Remedy. This Section 14 sets forth each party's sole remedy with respect to any claim by a third party with respect to intellectual property infringement or misappropriation.

15. Limitation of Liability

15.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY (INCLUDING EITHER PARTY'S AFFILIATES AND HUDL'S SUPPLIERS), ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY ORGANIZATION AND ITS AFFILIATES HEREUNDER IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT EITHER PARTY'S PAYMENT OBLIGATIONS UNDER SECTIONS 10.1 OR 12.3.

15.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, OR REVENUES, LOSS OF REPUTATION OR GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW.

16. General

16.1. 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 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 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 this Agreement.

16.2. Export Controls. Organization understands that the Products may contain encryption technology controlled under U.S. export law, the export of which may require an export license from the U.S. Commerce Department. Organization will comply with all applicable export and import control laws and regulations in performance of this Agreement, including the Export Administration Regulations (codified at 15 C.F.R. §§ 730-774) promulgated by the Bureau of Industry and Security of the U.S. Commerce Department. Without limiting the foregoing, Organization will not export or re-export the Products or any media in which the foregoing is contained to any destination, for any end-use, or to any end-user restricted by U.S. export laws or regulations without complying with all applicable filing requirements and obtaining all necessary consents and licenses from the Bureau of Industry and Security or other appropriate government agency.

16.3. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee, agent, or reseller of the other party in connection with this Agreement.

16.4. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in its entirety (including all Orders) to an Affiliate or to any successor in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or line of business. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.5. Governing Law and Jurisdiction. Subject to Sections 17.1 or 17.2, as applicable, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Nebraska, except for its conflict of laws provisions. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Subject to Sections 17.1 or 17.2, as applicable, 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.

16.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal, that provision of the Agreement shall apply with whatever modification is necessary to give effect to the intentions of the parties and the other provisions of this Agreement shall remain in full force and effect.

16.7. Waiver. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

16.8. Notices. All notices required or permitted under this Agreement shall be in writing and delivered by confirmed email transmission, by courier or overnight delivery services, or by certified mail, and in each instance shall be deemed given upon receipt. All communications to Organization, including those related to Organization's account, shall be sent to the applicable Team Admin on file. Organization shall send notices or communications intended for Hudl to the address set forth beneath Hudl's signature on the Order. In the case of notice to Hudl regarding termination or a claim for indemnification or defense under Section 14, Organization shall also provide a copy to the attention of Legal at legal@hudl.com. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section. Hudl will address billing-related notices to the relevant billing contact designated by Organization.

16.9. Force Majeure. Neither party will be liable to the other party if it is prevented from or delayed in performing its obligations under this Agreement (except for any payment obligations), or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to, labor disputes (whether involving the workforce of Hudl or any other party), strikes, lockouts, shortages of or inability to obtain labor, failure of a utility service or telecommunications network, breakdown of plant or machinery, default of suppliers or subcontractors, war, pandemic, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, act of God, fire, flood or storm (each, a "Force Majeure Event"); provided that the defaulting party promptly notifies the non-defaulting party of such event and its expected duration in writing.

16.10. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

16.11. Entire Agreement. This Agreement, including the applicable Order(s), constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. 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 documentation authored and/or provided by Organization (excluding documents authored by Hudl) will be incorporated into or form any part of the Agreement unless agreed to by an authorized representative of Hudl in writing, and all such terms or conditions will be null and void. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by duly authorized representatives of both parties. If there is a conflict between the Organization Terms, an Order, and the Product Specific Terms, the following order of precedence shall apply: (1) the applicable Order; (2) the Product Specific Terms, but only with respect to the Product governed by such Product Specific Terms; and (3) these Organization Terms.

16.12. Modifications. When Hudl materially updates the Platform or the way the Platform works, it may also update these Organization Terms. If that happens, Hudl will post an updated version of the Organization Terms and notify Organization of any material changes via the Organization Admin's or Team Admin's e-mail address on file. The materially revised Organization Terms will become effective upon Organization's next renewal, unless otherwise specified in the notice. All non-material changes will become effective upon posting of the change. Organization's continued use of the Products after the expiration of any subscription will constitute Organization's acceptance of any revised terms and conditions.

16.13. Third Party Beneficiaries. There are no third party beneficiaries under this Agreement, except for those of Hudl's Affiliates that own the Intellectual Property Rights in and to the Products and either receive a license to the Intellectual Property Rights from Organization under this Agreement or to whom Hudl may assign Intellectual Property Rights granted to it under this Agreement.

16.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Supplemental Terms

17.1. U.S. Government Organizations. The terms of this Section 17.1 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, Venue, Publicity, and Indemnification. The sections in the Agreement addressing (i) governing law, (ii) venue, (iii) publicity, (iv) indemnification by Organization, and (v) limitation of liability are hereby waived to the extent they are prohibited by federal law. If Organization is prohibited by Organization's state law from indemnifying Hudl per the terms of this Agreement, then neither party shall have indemnification obligations under this Agreement. If Hudl is prohibited by Organization's state law from limiting its liability per Section 15, then Section 15 shall not apply to either party and, unless prohibited by Organization's state law, Organization's liability to Hudl will not be limited.

17.2. State or Local Government Organizations. If Organization is a state or local government entity (such as a public school or public school district), the sections in the Organization Terms addressing (a) governing law, (b) venue, (c) Organization's indemnification of Hudl; and (d) limitation of liability, will not apply to Organization only to the extent Organization's jurisdiction's laws prohibit Organization from accepting the requirements in those sections. If Organization is prohibited by Organization's state law from indemnifying Hudl per the terms of this Agreement, then neither party shall have indemnification obligations under this Agreement. If Hudl is prohibited by Organization's state law from limiting its liability per Section 15 then Section 15 shall not apply to either party and, unless prohibited by Organization's state law, Organization's liability to Hudl will not be limited.

17.3. Educational 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, if necessary (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, available at www.hudl.com/privacy. Organization must keep all consents on file and provide them to Hudl upon request. If Organization is located outside of the United States, Organization 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 standards for education data. Where necessary, Organization will designate Public Content as Directory Information under FERPA.

18. Definitions

18.1. "AUP" has the meaning given to it in the Preamble.

18.2. "Affiliate" means in the case of either party, any other person or entity (a) controlling, (b) controlled by or (c) under common control with, such party.

18.3. "Agreement" has the meaning given to it in the Preamble.

18.4. "Applicable Law" means all: (i) laws, statutes, regulations, decisions, rulings, government policies, enactments, or instruments (including national, regional, local, or municipal laws, regulations, or by-laws of any kind whatsoever); and/or (ii) decisions of any relevant regulator; in each case which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations of either party under this Agreement.

18.5. An "Athlete" is any individual who has been given access to a Team's account with an 'athlete' role designation.

18.6. "Authorized User" means any of Organization's Athletes, Organizational Admin(s), Team Admin(s), Coaches, analysts, employees, members of its coaching staff, medical staff, team officials, students and/or any other person designated and engaged by Organization to have access to and use the Services and Software as disclosed to Hudl in writing (email to suffice).

18.7. "Coach" is any individual who has been given access to a Team's account with the 'coach' role designation.

18.8. "Coach-Generated Content" means content prepared on or uploaded to the Platform or via the Services by a Coach, including voice, drawing, and textual annotations on Public Game Video or Practice Video, playbooks, coaching presentation or testing materials, or diagrams. Coach Generated Content does not include Coach contact information or any roster data or information regarding an Athlete inputted to the Platform by Coach.

18.9. "Confidential Information" has the meaning given to it in Section 11.1.

18.10. "Content" means all Public Game Video, statistics, and data provided to Organization or made available to the Authorized Users by or on behalf of Hudl or its Affiliates, whether provided via the Software, Services, or otherwise. If Content includes any Public Game Video, information, content, statistics, or data that are identical to any Organization Data, only the copy of the Public Game Video, information, content, statistics, or data, including without limitation Public Content, provided to Organization by or on behalf of Hudl or its Affiliates shall be deemed Content.

18.11. "Content Submission(s)" has the meaning given to it in the Hudl Streaming Terms.

18.12. "Effective Date" has the meaning given to it in the Preamble.

18.13. "Fees" means any amounts owed by Organization, as specified in the Order or applicable Invoice for the Products, with such amounts and the bank account details for payment being specified in the Invoice.

18.14. "Feedback" means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Products, whether solicited by Hudl or its Affiliates or provided by Organization or its Authorized Users without any such solicitation.

18.15. "Force Majeure Event" has the meaning given to it in Section 16.9.

18.16. "Hardware" means Hudl Hardware and Non-Hudl Hardware.

18.17. "Highlight Video" refers to a clip of Public Game Video created and shared by an Authorized User on the Authorized User's team and/or athlete profile.

18.18. "Hudl" means Agile Sports Technologies, Inc. dba Hudl.

18.19. **"Hudl Hardware"** means hardware that is manufactured by or exclusively for Hudl or its Affiliates.

18.20. **"Hudl Technology"** has the meaning given to it in Section 6.1.

18.21. **"Indemnified Products"** has the meaning given to it in Section 14.1.

18.22. **"Intellectual Property Rights"** means any and all rights related to patents, inventions, copyrights, moral rights, privacy and publicity, trademarks (and related goodwill), trade names, domain names, designs, computer software, databases, trade secrets and all other common law or statutory intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.

18.23. **"Invoice"** means an invoice issued by Hudl for the Fees for the Products pursuant to the Order.

18.24. **"Messages"** has the meaning given to it in Section 3.4.

18.25. **"Non-Hudl Hardware"** means Hardware that is not manufactured by or exclusively for Hudl or its Affiliates.

18.26. **"Open Exchange Services"** refers to the Platform or Services provided by Hudl or its Affiliates to facilitate the open exchange, sharing, access, use, and download of Public Game Video by and among Hudl, its Affiliates, customers, and third parties, including any product designated as a "League Exchange", Volleymetrics, or any other Product with functionality as described above.

18.27. **"Order"** means the Hudl-issued Quote or Order (as applicable) that has been signed by Organization and Hudl and references this Agreement.

18.28. **"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 an organization email address, then the Organization is the applicable educational institution or organization. If you sign up on behalf of an educational institution using a different organization 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.

18.29. **"Organization Admin"** an Organization must designate an individual as the Organization administrator for its account (an **"Organization 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.

18.30. **"Organization Data"** means any information, content, or data provided to Hudl by or on behalf of Organization or any Authorized User through the Products, including, without limitation, Private Content and Public Content.

18.31. **"Organization Terms"** has the meaning given to it in the Preamble.

18.32. **"Pilot Products"** has the meaning given to it in the Pilot Terms.

18.33. **"Platform"** means the technology used to access the Services found at www.hudl.com, www.volleymetrics.com, www.recruit.co, or such other websites or technologies offered by Hudl or its Affiliates from time to time or as may be designated by Hudl or its Affiliates from time to time. Platform shall include the Software, all websites, all mobile applications, and any other technological means to access the Services.

18.34. **"Practice Video"** means footage, video and video clips from any private sports practices and private training sessions and any other footage, video and video clips, which in any case is designated as practice video or scout video in the Platform, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and all others appearing in the Practice Video. Practice Video includes all statistics and data associated therewith.

18.35. **"Privacy Policy"** means the policy found at www.hudl.com/privacy, as it may be updated by Hudl from time to time.

18.36. **"Private Content"** includes Practice Video, Private Profile Data, Messages, and Coach-Generated Content.

18.37. **"Private Profile Data"** includes information or data about an Authorized User which is not available in the public domain, or which has not been shared or made public by an Authorized User via the Platform or outside of Hudl.

18.38. **"Products"** means the Services, Software and/or Hardware ordered by Organization, as set forth in an Order.

18.39. **"Product Specific Terms"** means the Product-specific terms that apply to the Products described in Section 7 and which are incorporated into and form a part of this Agreement.

18.40. **"Public Content"** includes Highlight Video, Public Profile Data, and Public Game Video.

18.41. **"Public Profile Data"** includes information or data that is (a) available in the public domain; (b) made public or shared by an Authorized User via the Platform; or (c) made public by an Authorized User or Organization outside the Platform.

18.42. **"Public Game Video"** means footage, video and video clips from any public sports competitions or games and any other footage, video and video clips, which in any case is designated as game video in the Platform, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and all others appearing in the Public Game Video. Public Game Video includes all graphics, advertisements, statistics, and data associated therewith or added thereto.

18.43. **"Representatives"** shall have the meaning set forth in Section 11.3.

18.44. **"Services"** means the online software and services described in the Order and this Agreement that are accessed through one or more Platforms. "Services" does not include any Content accessible through any Services.

18.45. **"Shared Data"** means the copy of Practice Video or Public Game Video that Organization or any Authorized User has authorized Hudl to create and share, as described in Section 5. Shared Data is not Organization Data.

18.46. **"Software"** means the locally installed programs and supporting documentation which comprise the different software programs owned by Hudl and listed in the Order. "Software" does not include any Content accessible through any Software.

18.47. **"Source Code"** means computer software in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, along with all technical information and documentation required to enable a reasonably skilled programmer to modify and operate it.

18.48. **"Subscription Term"** has the meaning set forth in Section 2.1.

18.49. **"Taxes"** has the meaning set forth in Section 10.1.

18.50. **"Term"** means the period of time described in Section 12.1.

18.51. **"Team"** is a sports team associated with an Organization. Each Team means one gender of one sport from one institution. For example, a high school's varsity boys' football team is one Team, and its junior varsity boys' football team would be another Team. Only one sport is permitted per account. For example, basketball video cannot be uploaded to a football account and vice versa. Only one gender is permitted by 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: (a) 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; (b) High School: 1 Team per account; 4 Sub-Teams. For example, boys' football may have separate Sub-Teams for the freshman, sophomore, junior varsity, and varsity rosters; (c) College: 1 Team per account; 2 Sub-Teams. For example, boys' football may subclassify into separate Sub-Teams for starters and reserves or 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.

18.52. **"Team Admin"** is any individual who has been given access to a Team's account with the 'team admin' role designation.

18.53. **"Third-Party Integration"** has the meaning set forth in Section 2.5.

18.54. **"Third-Party Service"** has the meaning set forth in Section 2.5.

18.55. **"Usage Data"** means data and information related to Organization's and its Authorized Users' use of the Products that is used by Hudl in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Products.

18.56. **"Video Recipients"** has the meaning set forth in Section 5.1.

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