

**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**AGILE SPORTS TECHNOLOGIES, INC.**  
**FOR ONLINE EDUCATION SERVICES**

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**THIS MASTER SERVICE AGREEMENT** ("Agreement") is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 W. Main Street, Inverness, Florida 34450, hereinafter referred to as "CCSB" or "School Board" and Agile Sports Technologies, Inc., a Delaware Corporation registered to do business in the State of Florida whose principal address is, 600 P Street Suite 400 Lincoln, NE 68508 hereinafter referred to as "Contractor" or "Provider" (each a "Party" and collectively referred to as the "Parties").

**WHEREAS**, CCSB is interested in utilizing the Contractor's software license, hosting, implementation, and training services for HUDL Online Mobile Video Platform; and

**WHEREAS**, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

**WHEREAS**, Contractor desires to provide their software license, hosting, implementation, and training services for Crystal River High School.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

- 2. Terms of Agreement.** The term of this Agreement shall commence on 9/12/2023 and continue until 9/11/2024. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this Agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this Agreement without cause or subject to any penalties or additional obligations.
- 3. Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services ("Products" and "Services") as outlined in the Hudl Order, which is incorporated in the Agreement by reference. Additional services and products may be offered through separate statements of work or proposals, all of which are subject to the terms and conditions of this Agreement and all Exhibits. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibits or attachments, the terms and conditions of this Agreement shall prevail, and the following order of precedence shall be observed:
- 3.1. This Master Service Agreement.
  - 3.2. Attachment A – Student Data Privacy Agreement.
  - 3.3. The Hudl Order
  - 3.4. Hudl Organization Terms and Services
  - 3.5. Hudl Acceptable Use Policy
- 4. Payment & Compensation.** The Contractor shall provide services in accordance with the Hudl Order. The total compensation under this Agreement shall not exceed eight thousand seven hundred AND 00/100 DOLLARS (\$ 8700 .00). Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.
- 5. CCSB Administrator.** The CCSB Administrator assigned to act on behalf of CCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is Citrus High School Athletic Director, Larry Bishop; Crystal River High School Athletic Director, Bobby Verlato; and Lecanto High School Athletic Director, Peter Rausch.
- 6. Background Screening:** To the extent applicable, in the event the requirements include the need for Contractor to visit schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CCSB in advance of Contractor or its personnel providing any services under the conditions described in

the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CCSB to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless CCSB, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

7. **Child Neglect.** To the extent applicable, the Contractor and its employees shall be subject to the requirements of §39.201, Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline: 1-800-962-2873.
8. **Indemnification.** The Contractor agrees to indemnify, hold harmless and defend CCSB, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which CCSB, its officers, employees, agents and representatives may pay or become obligated to pay on account of any third party claim or demand, or assertion of liability, or any third party claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by CCSB; or the gross negligence of the Contractor or the gross negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including CCSB's property, and injury or death of any person whether employed by the Contractor, CCSB or otherwise.
9. **Insurance.** Contractors and vendors will provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-6 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors. CCSB and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB and its board members, officers, and employees

are not named as additional insureds then CCSB reserves the right to terminate this Agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance listed in Section 4 below: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

Insurance as listed in Section 6 below: All Contractors or vendors providing software shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

All Contractors will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of Section 1 to 6 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to CCSB thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Citrus County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this provision. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to insurance required by provision 2.4.

<input checked="" type="checkbox"/>	<b>1. Commercial General Liability Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>2. Product Liability and/or Completed Operations Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>3. Automotive Liability:</b>	
	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	<b>4. Workers' Compensation/Employer's Liability:</b>	
	W.C. Limit Required*	Statutory Limits
	E.L. Each Accident	\$500,000
	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
<input type="checkbox"/>	<b>5. Professional Liability Insurance (Errors and Omissions):</b>	
	For services, goods or projects that will exceed \$1,000,000 in values over a year	

		Each Claim	\$1,000,000
		Annual Aggregate	\$2,000,000
<input checked="" type="checkbox"/>	6.	<b>Cyber Liability and Data Storage</b>	
		Each Claim	\$1,000,000
		Annual Aggregate	\$1,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CCSB), the Contractor shall be responsible for paying on behalf of CCSB (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

**10. No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

**11. No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a

third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement except for Contractor's wholly owned or controlled affiliates that own the intellectual property rights in Contractor's products and either receive a license to the intellectual property rights from CCSB under this Agreement or to whom Contractor may assign intellectual property rights granted to it under this Agreement. In any event, no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties for any matter arising out of this or any other contract.

**12. Access to and Retention of Documentation.** The CCSB, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the CCSB has made final payment and all services have been performed under this Agreement.

**13. Contractor's Public Records.** Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- 13.1. Contractor and its subcontractors shall keep and maintain public records required by the CCSB to perform the service.
- 13.2. Contractor and its subcontractors shall upon request from the CCSB's custodian of public records, provide the CCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;
- 13.3. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CCSB;
- 13.4. Contractor and its subcontractors upon completion of the contract shall transfer to the CCSB, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the CCSB to

perform the service. If the Contractor and its subcontractors transfer all public records to the CCSB upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request from the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.

13.5. The Parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the CCSB must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

13.6. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CCSB.

13.7. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: [BLAIRL@CITRUSSCHOOLS.ORG](mailto:BLAIRL@CITRUSSCHOOLS.ORG) AND [PUBRICRECORD@CITRUSSCHOOLS.ORG](mailto:PUBRICRECORD@CITRUSSCHOOLS.ORG); TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

14. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

15. **Termination.** CCSB or Customer shall have the right to terminate this Agreement for breach of contract if said breach is not cured or capable of being cured within thirty (30) days following written notice. Payments shall be refunded in proration of the services or costs actually incurred by Contractor.



- 16. Records** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 17. Entire Agreement** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.
- 18. Amendments** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 19. Preparation of Agreement** The Parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 20. Waiver** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 21. Compliance with Laws** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 22. Law, Jurisdiction, Venue, Waiver of Jury Trial.** The Contract Documents shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida. If any claim arising from, related to, or in connection with

this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

**23. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**24. Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from CCSB. Such consent shall not be required where the assignment is to any affiliate or to any surviving entity in a merger, acquisition or in the event of transfer of all or substantially all of its assets so long as the transferee entity assumes all rights, duties and obligations, including the obligation to pay, under this Agreement subject to termination in Section 15 herein.

**25. Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**26. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**27. Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To CCSB:

The School Board of Citrus County, Florida  
c/o Superintendent of Schools

1007 W. Main Street  
Inverness, Florida 344450

With a Copy to:

Director of Educational Technology  
The School Board of Citrus County, Florida  
1007 W. Main Street  
Inverness, Florida 344450

And

Directory of Technology  
3741 West Educational Path  
Lecanto, Florida 34461

To: Contractor

Agile Sports Technologies, Inc. dba Hudl  
c/o General Counsel  
600 P. Street Suite 400  
Lincoln, NE 68508  
legal@hudl.com

- 28. Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 29. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 30. Excess Funds.** Any party receiving funds paid by CCSB under this Agreement agrees to promptly notify CCSB of any funds erroneously received from CCSB upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to CCSB within sixty (60) days of receiving notification for refund.
- 31. Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of CCSB. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the CCSB.

**32. Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with CCSB policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and wellbeing of any student or employee of the CCSB. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

**33. Copyrights.** Intentionally deleted.

**34. Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

**34.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

**34.2.** Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**34.3.** Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

**34.4.** Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

**34.5.** Contractor agrees to notify CCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 34.1 through 34.4 above, with respect to Contractor or its principals.

**35. Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement between the Contractor and CCSB and to the extent

applicable; Contractor and its officers, employees, agents, representatives, Contractors, and sub-Contractors shall fully comply with the applicable requirements of Section 1002.22, Section 1002.221 and Section 1006.1494, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, Contractors, or sub-Contractors, shall fully indemnify and hold the CCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending the CCSB and its officers and employees against payment of any penalty imposed upon the CCSB or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the CCSB arising out of the breach of this covenant by the Contractor, or an officer, employee, agent, representative, or sub-Contractor of the Contractor to the extent and only to the extent that the Contractor or an officer, employee, agent, representative, or sub-Contractors of the Contractor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**36. Confidentiality of Data/Information Provided.** CCSB will allow the Contractor access to limited data/information as identified in the Hudl Order as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41, 1002.22, and 1006.1494 and all other privacy statutes as it relates to data privacy and security. The Contractor shall only use the data and information provided by CCSB for the purpose specified in the Hudl Order, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.

### **37. Protection and Handling of Data.**

**37.1. Data Confidentiality and Security** - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information as required in the Student Data Privacy Agreement attached hereto as Attachment A.

**37.2. Compliance** - Contractor will not knowingly permit any Contractor's personnel to have access to any CCSB facility or any records or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a

felony. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of CCSB.

**37.3.FERPA** - To the extent applicable, services provided hereunder pertain to the access to student information. Contractor shall comply with the applicable requirements included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Notwithstanding the above, it is understood and agreed that CCSB shall obtain any necessary consents from parents or students prior to providing student information to Contractor, and CCSB is wholly responsible for providing annual notice to students and parents of their rights with respect to Florida Statutes.

**37.4.HIPAA, CIPA, and GLBA** - To the extent applicable, Contractor also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

**37.5.Data De-identification** - Contractor may use aggregate data only for product development, research, or other purposes. Contractor must have approval of the CCSB to publish or market CCSB data unless otherwise permitted under the Agreement.

**37.6.Data Security** – Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, CCSB agrees to conform to the following measures to protect and secure data:

**37.6.1.Data Transmission**. Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other Parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.

**37.6.2.Data Storage and Backup**. Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and that no CCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states,

districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Director of Technology for any general or specific case.

Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

**37.6.3. Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Unless required to fulfill the terms of this Agreement, data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no CCSB data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other Contractors or interested Parties except as necessary in order to perform the Services. Any other transmission or exchange of CCSB data is only permitted on a case-by-case basis as specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority.

**37.6.4. End of Agreement Data Handling.** Contractor will ensure that District Data is encrypted in-transit and at rest. All devices/storage mediums will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no District Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Contractor will have in place a service that will allow Contractor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

**37.6.5.** Contractor agrees that upon termination of this Agreement and requested by CCSB in writing it shall erase, destroy, and render unreadable all CCSB data, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of CCSB, whichever shall come first.

**37.6.6.** To the extent permitted under applicable law, if CCSB receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Contractor, the CCSB will promptly provide a copy of the application to Contractor. Contractor will promptly supply CCSB with copies of records or information required in order for the

CCSB to respond, and will cooperate with the CCSB's reasonable requests in connection with its response.

37.6.7. Upon receipt of a litigation hold request, Contractor will preserve all documents and CCSB data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

**37.7. Data Breach** - Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify CCSB immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend CCSB and its trustees, officers, and employees from and against any claims or damages resulting from such Notification Event.

**37.7.1. Mandatory Disclosure of Protected Information** - If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide CCSB with written notice within 72 hours, so that CCSB may seek an appropriate protective order or other remedy. If a remedy acceptable to CCSB is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential. As soon as practicable, upon CCSB request, provide CCSB with a copy of its response.

**37.7.2. Remedies for Disclosure of Confidential Information** – Contractor and CCSB acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage CCSB in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give CCSB the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants CCSB the right, but not the obligation, to enforce these provisions in Contractor's name against any of



Contractor's employees, officers, board members, owners, representatives, agents, Contractors, and subcontractors violating the above provisions.

**37.7.3. Safekeeping and Security** - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

**37.7.4. Non-Disclosure** – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and CCSB.

**37.7.5. Request for Additional Protection** - From time to time, CCSB may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline CCSB's request.

**37.7.6. Data Ownership**- Unless expressly agreed to the contrary in writing, all CCSB Data or PII prepared by Contractor (or its subcontractors) for the CCSB will not be disclosed to any other person or entity.

**37.7.7.** Contractor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with Contractor's services (collectively, "Contractor IP"). Contractor grants to the CCSB a personal, nonexclusive license to use the Contractor IP for its own non-commercial, incidental use as set forth in the end user license Agreement accompanying such software and as contemplated herein. All data of the CCSB remains the property of the CCSB. It is understood and agreed that the CCSB is the exclusive Owner of the CCSB data and that at no point in time does or will the Contractor become the Owner of any CCSB Data, PII or CCSB files, and that should the Contractor be subject to dissolution or insolvency, CCSB data, PII, or files will not be considered an asset or property of the Contractor. The CCSB reserves the right to demand the prompt return of any and all CCSB data and PII at any time and for any reason whatsoever.

**38. Illegal Alien Labor.** The Parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The

Parties must not knowingly employ unauthorized aliens working under this Agreement and should such violation occur shall be cause for termination of the Agreement. The Parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this Agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this Agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this Agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

**39. FEDERAL GRANTS TERMS AND CONDITIONS.** For any Agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the Agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

**39.1. Federal Drug Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.

**39.2. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** To the extent applicable, Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**39.3. Energy Efficiency / Conservation (42 U.S.C. 6201).** To the extent applicable, Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**39.4. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** To the extent applicable, Contractor agrees

to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify CCSB concurrently within 30 days of notice of the violation.

**39.5. Remedies For Violation or Breach of Contract.** Failure of the vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded vendor cannot provide product, CCSB reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting vendor may be responsible for reimbursing CCSB for the price differences.

**39.6. Debarment and Suspension.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**39.7. Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

**39.7.1.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

**39.7.2.** Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 39.7.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 39.7.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a Record Retention and access requirements to all records. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 39.7.5. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 39.7.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 39.7.7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965,

or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.7.8. Contractor will include the provisions of paragraphs 39.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**39.8. Copeland "Anti-Kickback" Act (18 U.S.C. 874 And 40 U.S.C. 276c).**

Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**39.9. Davis-Bacon Act, as Amended (40 U.S.C. 276A TO A-7).**

Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. Contractor agrees to report all suspected or reported violations to the Federal awarding

agency and to notify CCSB concurrently. Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**39.10. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).**

Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**39.11. Health And Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704).** No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**39.12.** To the extent applicable, all website or software terms contained in click-through Agreements in connection with Contractors services are disclaimed by CCSB to the extent the terms conflict or are inconsistent with the terms of this Agreement.

**40. Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND**

THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

School Board:  Douglas A. Dodd, Chairman	Contractor: Agile Sports Technologies, Inc.  Title: Hudl Sales Manager
Date: <u>9/1/23</u>	Date: <u>08/23/2023</u>

**Attachments:** (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Hudl Order Form

Contractor Contact Name: Agile Sports Technologies, Inc.

Phone Number: 402-817-0060

Email Address: Legal@hudl.com

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**AGILE SPORTS TECHNOLOGIES, INC.**  
**STANDARD STUDENT DATA PRIVACY AGREEMENT**

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This Student Data Privacy Agreement (“**DPA**”), as developed by the Student Data Privacy Consortium (“**SDPC**”) and as modified by The School Board of Citrus County, Florida is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

The School Board of Citrus County, Florida, located at 1007 W. Main Street, Inverness, Florida 34450 (the “**LEA**”)

and

Agile Sports Technologies, Inc., located at 600 P. Street Suite 400 Lincoln, NE 68508 (the “**Provider**”).

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that



may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Lance Fletcher  
Title: Coordinator of Educational Technology  
Address: 3741 W. Educational Path, Lecanto, FL 34461  
Phone: (352) 746-3437 x5929  
Email: FletcherLA@citruschools.org

The designated representative for the Provider for this DPA is:

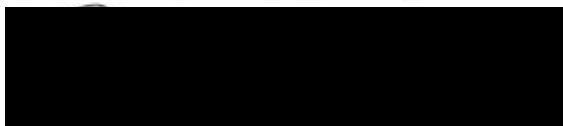
Name: Greg Nelson

Title: SVP, GM of Competitive  
Address: 600 P. Street Suite 400 Lincoln NE 68508  
Phone: 402-817-0060  
Email: Legal@hudl.com

**IN WITNESS WHEREOF**, LEA and Provider execute this DPA as of the Effective Date.

LEA: The School Board of Citrus County, Florida.

Signature:



Printed Name: Douglas A. Dodd

Title: Chairman

Date:

9/11/23

Provider: Agile Sports Technologies, Inc.

Signature:



Printed Name: Greg Nelson

Title: SVP, GM of Competitive Sales

Date:

9/11/2023

## STANDARD CLAUSES

Version 1.0

### Article I. ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### Article II. ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date

of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### Article III. **ARTICLE III: DUTIES OF LEA**

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

#### Article IV. ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality Agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
  - (a) **De-Identified Data**: Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

5. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
6. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## Article V. ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality Agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or

delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **Article VI. ARTICLE VI: GENERAL OFFER OF TERMS**

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

#### **Article VII. MISCELLANEOUS**

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service Agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license Agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between **Exhibit "H"**, the SDPC Standard Clauses, and/or the



Supplemental State Terms. **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or Agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the

DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or Contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both Parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

## EXHIBIT "A"

### **DESCRIPTION OF SERVICES**

Agile Sports Technologies, Inc. ("Hudl") provides a complete suite of video and data products to ensure coaches and athletes make every moment count. Hudl's products include software, hardware, and services, including online coaching tools, mobile and desktop apps, smart cameras, analytics, recruiting facilitation, and livestreaming.

Coaches and athletes can access game and practice video from anywhere to better understand coaching points and see the team's and individuals' growth throughout the season. Public game video can be shared with other schools to scout opponents. Athletes can opt-in to easily create highlights to share with family, friends, and college athletic recruiters.

**EXHIBIT "B"**

**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if Used by Your System</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	x
Assessment	Standardized test scores	
	Observation data	x
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	x
Communications	Online communications captured (emails, blog entries)	x
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	x
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	x
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	x
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	x
	Phone	x
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	x
	Phone	x
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content, writing, pictures, etc.	

Category of Data	Elements	Check If Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify: GPA if entered by student	x
Transportation	Student bus assignment	
	Students pick up and/or drop off location	
	Student bus card ID number	
	Other data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:  Video and statistics from athletic events	x
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

## EXHIBIT "C"

### DEFINITIONS

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written Agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.



**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a Contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such

student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

**DIRECTIVE FOR DISPOSITION OF DATA**

**[Insert Name of District or LEA]** Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Information requested by the LEA with the exception of Public Content as defined by the Agreement

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By **[Insert Date]**

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date

EXHIBIT "E"

**GENERAL OFFER OF TERMS**

**1. OFFER OF TERMS**

Provider offers the same privacy protections found in this DPA between it and the School Board of Citrus County, Florida ("Originating LEA") which is dated **[Insert Date]**, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

\*Provider Name: Agile Sports Technologies, Inc.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Greg Nelson

Title/Position: SVP, GM of Competitive Sales

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **School Board of Citrus County, Florida**, and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

The School Board of Citrus County, Florida

BY: 

Date: 9/11/23

Printed Name: Douglas A. Dodd

Title/Position: Chairman

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA  
DESIGNATED REPRESENTATIVE OF LEA:

Name: Lance Fletcher

Title: Coordinator of Educational Technology

Address: 3741 W. Educational Path, Lecanto, FL 34461

Telephone Number: (352) 746-3437 x5929

Email: FletcherLA@citruschools.org

**EXHIBIT "F"**

**DATA SECURITY REQUIREMENTS**

Adequate Cybersecurity

Frameworks 2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
x	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, -FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

**EXHIBIT "G"**

**Supplemental SDPC State Terms for [State]**

Version \_\_\_\_\_

[The State Supplement is an **optional** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual Parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

## EXHIBIT "H"

### **Additional Terms or Modifications**

**THIS EXHIBIT "H"** effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Citrus County, Florida (the "Local Education Agency" or "LEA") and Agile Sports Technologies, Inc. (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on the page 2 of the DPA is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including the Provider Terms of Service or Privacy Policy or the Master Service Agreement, then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to comply with the applicable provisions of FERPA and Fla. Stat. 1002.22 while providing its services for the LEA.
4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the LEA and its current officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused, in whole or in part, by any breach of this DPA by Provider or its subprocessor(s) related to Attachment A and Exhibit B (Schedule of Data), including but not limited to, failure to notify the LEA of any additional category of PII collected and not updated by Provider in Exhibit B.



5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and Agreements with LEA upon LEA's request.
6. Article III, Paragraph 1 is amended to add the following sentence: LEA will provide or allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with applicable provisions of FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.
7. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District as a result of the services that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.
8. Article IV, Paragraph 2 is amended to add the following sentence: Subject to the previous sentence, Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA or affirmative consent by an eligible student and/or the parent/legal guardian.
9. Nothing in Article IV, Paragraph 4 of the DPA or Paragraph 4 of Exhibit A to the DPA shall be interpreted to prohibit the disclosure of Public Game Video and the data associated with such Public Game Video, or disclosure of an athlete's profile data to verified recruiters, provided affirmative consent has been provided by the eligible student and/or parent or as permitted by law.

10. Article IV, Paragraph 7 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA unless affirmative consent has been provided by the eligible student and/or parent or as permitted by law. This section does not prohibit Provider from generating legitimate personalized learning recommendations.
11. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Providers or Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose or for any other purposes; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.
12. Article VII, is hereby amended to add Paragraph 10 as follows: **Click through.** Any "click through" terms and conditions or terms of use are superseded by the Master Service Agreement and this DPA, and acceptance of materially different terms and conditions or terms of use through the "click through" that conflict or are inconsistent with the Master Service Agreement and this DPA do not indicate acceptance by the entity.
13. Article VII, is hereby amended to add Paragraph 11 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.
14. Article VII, is hereby amended to add Paragraph 12 as follows: **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually

warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

15. The following definition is added to Exhibit C:

**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 Provider's 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.

**THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

Local Education Agency:

Provider: Agile Sports Technologies, Inc.

[Redacted]

[Redacted]

Douglas A. Dodd, Chairman

By: Casey Grams

Date: 9/11/23

Title: Hudl Sales Manager

Date: 08/23/2023

# ATTACHMENT B



Quote Only

**Bank Payment to:**  
**Hudl**  
 29774 Network Place  
 Tampa, FL 33617  
 P: 813-887-4888  
 E: sales@hudl.com

US Member  
**Hudl**  
 488 P Street, Suite 400  
 Tallahassee, FL 32310  
 P: 904-417-0000  
 E: sales@hudl.com

**Crystal River High School**  
 3155 Crystal River High Dr. Crystal River, FL 34478

Subscription	Team	Description	Quantity	Unit Price	Row Total
Annual Department Package	Crystal River High School	ADP Subscription - 9/12/2021 - 9/11/2024	1	\$8,700.00	\$8,700.00

Grand Total	Amount	Amount
<b>Total</b>	<b>\$8,700.00</b>	<b>\$8,700.00</b>

**Invoice Contents**

- Hudl Subscription
- 1 - Volleyball (Women's) Hudl Silver
- 1 - Baseball (Men's) Hudl Silver
- 1 - Baseball (Women's) Hudl Silver
- 1 - American Football (Men's) Hudl Silver
- 1 - Soccer (Men's) Hudl Silver
- 1 - Soccer (Women's) Hudl Silver
- Hudl Asset
- 1 - American Football (Men's) Unlimited Game & Scout 24 hr
- 1 - Volleyball (Women's) Unlimited Game 24 hr
- 1 - Basketball (Women's) Unlimited Game 24 hr
- 1 - Basketball (Men's) Unlimited Game 24 hr
- 1 - Soccer (Men's) Unlimited Game 24 hr
- 1 - Soccer (Women's) Unlimited Game 24 hr
- Additional Products and Services
- 1 - Football Playouts
- 1 - Football Hudl Stadium Premium
- 1 - Basketball Hudl Focus Indoor
- 1 - Football Hudl Focus Outdoor
- 1 - Focus Exchange Network
- 1 - Hudl TV

Agile Sports Technologies, Inc. aka Hudl, call at 26-0568054  
 Log in to your Hudl account to find a copy of our EWR on the Billing & Orders page

Please note that a change in product prices or applicable taxes need to be observed

Signature

\_\_\_\_\_  
 Signature of School Representative

## ATTACHMENT C

### HUDL ORGANIZATION TERMS AND SERVICES

#### **Article VIII. 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](mailto: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](mailto: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](http://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](http://www.hudl.com), [www.volleymetrics.com](http://www.volleymetrics.com), [www.recruit.co](http://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](http://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.  
*Updated 27 Jun 2022*

## ATTACHMENT D

### Article IX. HUDL ACCEPTABLE USE POLICY **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](mailto: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](mailto: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](http://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](http://www.hudl.com), [www.volleymetrics.com](http://www.volleymetrics.com), [www.recruit.co](http://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](http://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.  
*Updated 27 Jun 2022*