



Daniel T. White
District Superintendent

Lisa N. Ryan
Assistant Superintendent for Finance & Operations

TO: Members of the Board of Education
Mr. Daniel White

FROM: Lisa N. Ryan

A handwritten signature in blue ink, appearing to read 'Lisa', is written over the printed name 'Lisa N. Ryan'.

SUBJECT: Contract Approvals

DATE: May 17, 2022

The purpose of this memo is to request that at our May 26, 2022, Board of Education meeting the Board adopt a resolution to approve the following contracts:

- HUDL – Regional Information Center – per attached

Should you have any questions please contact me prior to our May 26 meeting. Thank you.

AMENDMENT

AMENDMENT ONE, made this 26 day of May, 2022, to the Agreement dated July 1, 2021, (this "Agreement") by between the Monroe 1 Board of Cooperative Educational Services (hereinafter referred to as "BOCES") and Agile Sports Technologies, Inc. dba Hudl (hereinafter referred to as "Hudl"):

WHEREAS, the parties entered into this Agreement effective July 1, 2021, establishing the rights and responsibilities of BOCES and Hudl for services to be provided by Hudl to BOCES; and

WHEREAS, the parties are desirous of providing for amendment of this Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in this Agreement shall continue in full force and effect, except as expressly modified herein.

SECOND: RENEWAL OF THE AGREEMENT

The original term of this Agreement was from July 1, 2021, to June 30, 2022. This Agreement provides for a renewal upon mutual written consent of the parties with all terms and conditions remaining in effect throughout the renewal term. This Agreement shall hereby be extended from July 1, 2022, to June 30, 2025.

THIRD: PRICING

Schedule I is hereby superseded and replaced by the attached 2022-2023 price list. Hudl will update Schedule I annually in writing.

FOURTH: This Amendment One is subject to formal approval by BOCES and shall have no force or effect until such approval and full execution by the parties hereto.

BOCES: Monroe 1 Board of Cooperative Education Services

By: 

Date: 5/20/22

HUDL: Agile Sports Technologies, Inc. dba Hudl

By: 

Date: 5/27/2022



2022-23 Price List

Product	Sport	Annual Pricing
Hudl Silver Subscription	All Sports	\$900
Hudl Gold Subscription	All Sports	\$1600
Hudl Platinum Subscription	All Sports	\$3300
Hudl Silver Additional Subscription	All Sports	\$549
Hudl Gold Additional Subscription	All Sports	\$999
Hudl Platinum Additional Subscription	All Sports	\$1999
Hudl Focus Indoor	Indoor Camera	\$3000 - Included in Athletic Department Package
Hudl Focus Outdoor	Outdoor Camera	\$3000 - Included in Athletic Department Package
Hudl Focus Flex	Portable Camera	\$3000 - Included in Athletic Department Package
Hudl Play Tools	American Football	\$199
Hudl Sideline Basic	American Football	\$500
Hudl Sideline Standard	American Football	\$900
Hudl Sideline Plus	American Football	\$1200
Hudl Sideline Premium	American Football	\$1500
Hudl Assist - Game Only 24 hr	American Football	\$300
Hudl Assist - Game Only 12 hr	American Football	\$500



Product	Sport	Annual Pricing
Hudl Assist - Game & Scout 24 Hr	American Football	\$1000
Hudl Assist - Game & Scout 12 Hr	American Football	\$1500
Hudl Assist - Game Only 24 hr	Basketball	\$900
Hudl Assist - Game Only 12 hr	Basketball	\$1300
Hudl Assist - Game & Scout 24 Hr	Basketball	\$1600
Hudl Assist - Game & Scout 12 Hr	Basketball	\$2200
Hudl Assist - Game Only 24 hr	Volleyball	\$800
Hudl Assist - Game Only 12 hr	Volleyball	\$1150
Hudl Assist - Game & Scout 24 Hr	Volleyball	\$1400
Hudl Assist - Game & Scout 12 Hr	Volleyball	\$2000
Hudl Assist - Game Only 24 hr	Soccer	\$600
Hudl Assist - Game Only 12 hr	Soccer	\$850
Hudl Assist - Game & Scout 24 Hr	Soccer	\$1100
Hudl Assist - Game & Scout 12 Hr	Soccer	\$1500
Hudl Assist - Game Only 24 hr	Lacrosse	\$600
Hudl Assist - Game Only 12 hr	Lacrosse	\$850
Hudl Assist - Game & Scout 24 Hr	Lacrosse	\$1100
Hudl Assist - Game & Scout 12 Hr	Lacrosse	\$1500
Hudl Assist - Game Only 24 hr	Ice Hockey	\$700
Hudl Assist - Game Only 12 hr	Ice Hockey	\$1000



Product	Sport	Annual Pricing
Hudl Assist - Game & Scout 24 Hr	Ice Hockey	\$1100
Hudl Assist - Game & Scout 12 Hr	Ice Hockey	\$1500
Sportscore Pro	All Programs	\$3500
Sportscore Pro Review	All Programs	\$1500
Sportscore Elite Review	All Programs	\$2750
Sportscore Elite	All Programs	\$6500
Gamebreaker Plus	All Programs	\$1350
Sportscore - iCoda	All Programs	\$430

Athletic Department Packages

Essential Package - Starts at \$8,000

Select Package - Starts at \$13,000

Total Package - Starts at \$20,000



monroe one
EDUCATIONAL SERVICES

Daniel T. White
District Superintendent

Lisa N. Ryan
Assistant Superintendent for Finance & Operations

TO: Members of the Board of Education
Mr. Daniel White

FROM: Lisa N. Ryan 

SUBJECT: Contract Approvals

DATE: July 27, 2021

The purpose of this memo is to request that at our August 5, 2021, Board of Education meeting the Board adopt a resolution to approve the following contracts:

- Propio – Regional Program Services – per attached
- Custom Computer Services – RIC – per attached
- Project Lead the Way - RIC – per attached
- HUDL – RIC – per attached
- LaBella Associates, PC – Business Office – per attached
- Nazareth College – Clinical Therapies – per attached

Should you have any questions please contact me prior to our August 5 meeting. Thank you.



BOCES Agreement

This letter agreement ("**Agreement**") confirms the understanding between Agile Sports Technologies, Inc. dba Hudl, 600 P Street, Suite 400, Lincoln, NE, 68508 ("**Hudl**") and the Monroe 1 Board of Cooperative Educational Services, 41 O'Connor Rd., Fairport, NY, 14450 ("**BOCES**") in connection with the purchase of sports video software for teams and athletes ("**Hudl Software**") designed for use by K-12 school athletic departments ("**Schools**") in the BOCES School District ("**Territory**"). In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms set forth herein.

1. Term; Termination. The initial term of this Agreement shall commence on July 1, 2021 and continue until June 30, 2022 (the "**Initial Term**"). Upon mutual written agreement by the parties, the parties may elect to extend the Initial Term by successive one-year periods (each a "**Renewal Term**"). Either party may terminate this agreement upon any breach by the other party of the terms of this Agreement or the Hudl Subscription Agreements that remains uncured for thirty (30) days following receipt of notice of such breach. BOCES or any of the Schools may provide notice of cancellation of the use of the Hudl Software, at any time prior to the expiration of the then-current annual term. Upon termination, the terminating party shall have no further rights hereunder and shall promptly remove the Hudl Software from each and every end user computer.

2. BOCES' Obligations. BOCES agrees to purchase and distribute Hudl Software through both its Regional Information Center service and through cross-contract arrangements with other BOCES and Regional Information Centers to all Schools desiring to use the software in the Territory throughout the Term of this Agreement. BOCES hereby agrees to: (i) be the primary provider of Hudl Software to the Schools in the Territory and (ii) pay for the Hudl Software on behalf of the Schools based upon the prices set forth in the attached **Schedule I** (the "**Price Schedule**"). BOCES will promptly provide Hudl with Schools' names and addresses. BOCES hereby agrees to the following on behalf of itself and all participating Schools: (a) the Hudl User Terms and Conditions, available at <https://www.hudl.com/terms> and attached hereto as **Exhibit A**; (b) the Hudl Organization Terms of Service, available at <https://www.hudl.com/eula> and attached hereto as **Exhibit B**; and (c) any applicable purchase order or invoice (together, the "**Hudl Subscription Agreements**") attached hereto as **Exhibit C**, the terms of which are all incorporated herein by reference. BOCES will mutually agree with Hudl on the best process to provide training to the participating Schools on how to access and use the Hudl Software.

3. Hudl's Obligations. Hudl agrees to provide the Hudl Software in accordance with the terms of this Agreement and the Hudl Subscriptions Agreements. In the event of any conflict between this Agreement and the Hudl Subscription Agreements, this Agreement shall control.

4. Fees and Pricing Terms.

4.1 BOCES agrees to pay Hudl the fees as described in Schedule I (the "Price Schedule"). BOCES will pay Hudl the amounts set forth in the Price Schedule within thirty (30) days of receipt of Hudl's invoice for such sale. The fees and any other applicable charges shall be due and payable within thirty (30) days of BOCES' receipt of an invoice.

4.2 Hudl will notify BOCES of any proposed increase in fees at least thirty (30) days prior to the Renewal Term.

5. Ownership/Grant of Rights. Each party acknowledges and agrees that nothing grants to it any ownership rights in the publications, videos, copyrights, patents, names, trademarks, services marks, logos or other intellectual property ("**Intellectual Property**") of the other party, and neither shall have any rights to use the Intellectual Property of the other party, except as expressly provided for under the Hudl Subscription Agreements.

6. Representations and Warranties. Each party warrants and represents that (i) it has the full right and authority to enter into this Agreement and has taken all requisite action to execute and perform this Agreement; (ii) it will use reasonable care in fulfilling its obligations under this Agreement to comply with applicable laws and regulations; and (iii) its execution and performance of this Agreement will not (with or without the giving of notice or the passage of time) conflict with, violate or breach any law, statute, rule or regulation, governing instruments or any agreement or contract to which it is a party or by which it or its assets are bound. Each party agrees that all other representations, warranties and disclaimers provided under the Hudl Subscription Agreements shall apply under this Agreement and are hereby incorporated by reference, to the extent not in conflict with the foregoing.

7. Incorporation of Hudl Subscription Agreements. Each party agrees to be bound by the confidentiality, indemnification, limitation of liability, and all other terms of the Hudl Subscription Agreements not otherwise in conflict with the express terms of this Agreement. BOCES shall use its best efforts to direct Schools to comply with the terms of this Agreement and the applicable terms of the Hudl Subscription Agreements.

8. Assignment. Neither party may assign this Agreement without the prior written consent of the other party except (i) to an entity that it is controlled by, controlling or under common control with the relevant party, or (ii) in connection with a merger, sale of substantially all the relevant party's assets, or any similar transaction.

9. Miscellaneous.

9.1 The relationship between the parties is that of independent contractors and each party assumes full responsibility for each of its employees and will be solely responsible for the payment of compensation to its personnel. This letter agreement does not render either party as the agent or legal representative of the other party and does not create a partnership or joint venture between them. Each of the parties shall bear its own expenses in connection with fulfilling its obligations under this Agreement.

9.2 All notices under this letter Agreement must be in writing and sent by email with transmission acknowledgement, in person or by courier (Federal Express or UPS) to the addresses set forth in the recitals and to the titles that appear in the signature blocks herein.

9.3 If any provision of this letter agreement is declared or found to be illegal, unenforceable or void, then such provision will be modified to the least extent necessary to render it valid and enforceable and the remainder of the letter agreement will continue in full force and effect. No delay or omission by either party hereto to exercise any right or power hereunder will impair such right or power or be construed to be a waiver thereof. This Agreement, together with the Hudl Subscription Agreements as attached constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no written or oral representations, understandings or agreements relative hereto which are not fully expressed herein. No change, amendment, waiver or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, amendment, waiver

or discharge is sought to be enforced. Any such change must be approved by the BOCES board of Education.

9.4 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

9.5 Hudl understands and agrees that it shall comply and be responsible for complying with all applicable federal, state and local statutes, rules, regulations, codes, and ordinances. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Hudl's responsibility for compliance with such law in a manner consistent with its agreement with BOCES unless and until Hudl has received written consent for the waiver of such compliance from BOCES.

9.6 This Agreement may be amended only by mutual written agreement by the parties, as approved by the BOCES Board of Education.

9.7 The parties hereby agree to obtain and thereafter keep in full force and effect during the term of this Agreement general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

9.8 Each party shall at all times comply with all federal, state and local laws, ordinances, regulations, and orders that are applicable to the operation of its organization, and this Agreement and its performance, including, but not limited to, those related to equal opportunity/non-discrimination and anti-harassment.

9.9 This Agreement is subject to the approval of the Board of Education of the Monroe 1 BOCES.

10. Confidentiality; Data Security; Privacy Standards.

10.1 Hudl, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and will be maintained in accordance with state and federal law and the BOCES' and school districts' data security and privacy policies. Hudl, its employees, and/or agents shall not use, publish, discuss, disclose, or communicate the contents of such information, directly or indirectly with third parties, except as required to provide the services under this Agreement. Hudl further agrees that any information received by Hudl, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of BOCES, its employees, agents, clients, and/or students will be treated by Hudl, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

10.2 Hudl acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law § 2-d, from records maintained by BOCES that directly relate to a student (hereinafter referred to as "**Education Record**"). Hudl understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from Education Records (hereinafter referred to as "**Student Data**"), and it shall:

- a. limit internal access to Education Records to those individuals that are determined to have legitimate educational interests;

- b. not use the Education Records for any other purposes than those explicitly authorized in this Agreement;
- c. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Education Records in its custody; and
- d. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

10.3 Hudl has published a Privacy Policy (<https://www.hudl.com/privacy>) that outlines how all data is handled and protected in accordance with state, federal, and local data security and privacy contract requirements. As required by Section 2-d, a Compliance With New York State Education Law Section 2-d Contract Addendum, along with a signed copy of the BOCES' Parents Bill of Rights for Data Security and Privacy, with supplemental information, and a copy of the Privacy Policy, is attached to this Agreement as **Exhibit D** and made a part of this Agreement. Hudl agrees to submit a signed copy of BOCES' Parents' Bill of Rights with supplemental information for all employees and agents who will receive Student Data.

10.4 Hudl's officers, employees, and agents, and any officers, employees or agents of any assignee of Hudl, who have access to personally identifiable information will receive training on the federal, state and local laws, rules and regulations governing the confidentiality of such data prior to receiving access to that data.

10.5 In the event of a breach of the confidentiality and data security and privacy standards provision and unauthorized release of Student Data, Hudl shall notify BOCES in accordance with the legal requirements set forth in Exhibit D and advise it as to the nature of the breach and steps Hudl has taken to minimize said breach.

10.6 Upon request, Hudl shall return or destroy all confidential information obtained in connection with the services provided herein and/or Student Data. Destruction of the confidential information and/or Student Data shall be accomplished utilizing a commercially reasonable method of confidential destruction, including shredding, burning, or certified/witnessed destruction of physical materials and verified erasure of magnetic media using commercially reasonable methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

11. **Amendment.** This Agreement may be amended only upon mutual written agreement by the parties, as approved by the BOCES Board of Education.

12. **Non-Waiver.** No course of dealing of any party hereto, no omission, failure, or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

13. **Rights and Remedies.** Except as expressly provided in the Agreement, duties and obligations imposed by the Agreements and rights and remedies available thereunder shall be

in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law, in equity, or by other agreement, and such rights and remedies shall survive acceptance of Hudl's work and/or any other termination of this Agreement.

14. No Punitive Damages. BOCES shall not be liable to Hudl for punitive damages on account of its termination or any other alleged breach of this Agreement. Hudl hereby expressly waives its right to claim such damages against BOCES.

15. Entire Agreement. This Agreement represents the entire and integrated agreement between BOCES and Hudl and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only upon mutual written consent by both parties. No oral modifications to this Agreement shall be binding upon the parties.

16. Authorization to Enter Agreement. The undersigned representative of Hudl hereby represents and warrants that the undersigned is an officer, director, or agent of Hudl with full legal rights, power, and authority to enter into this Agreement on behalf of Hudl and to bind Hudl with respect to the obligations enforceable against Hudl in accordance with its terms.

17. Agreement Construction. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

SIGNATURE PAGE FOLLOWS

If the foregoing accurately reflects your understanding of our arrangement and agreement, please sign below and return a copy of this letter to me. Your signature acknowledges that you have read and agree to comply with the Hudl User Terms and Conditions and the Hudl Organization Terms of Service.

Sincerely,
Agile Sports Technologies, Inc. dba Hudl

By: Trey Boyer

Name: Trey Boyer
Title: VP of Sales
Address: 600 P Street, Suite 400 Lincoln, NE 68508
Email: trey.boyer@hudl.com

ACCEPTED AND AGREED:
Monroe 1 Board of Cooperative Educational Services

By: Lisa Ryan

Name: Lisa Ryan
Title: Assistant Superintendent for Finance and Operations
Address: 41 O'Connor Rd. Fairport, NY 14450
Email: lisa_ryan@boces.monroe.edu

Schedule I

BOCES Price Schedule 2021-22

Hudl Platinum

1st Sport - \$3300

Additional Sports - \$1650

Hudl Gold

1st Sport - \$1600

Additional Sports - \$800

Hudl Silver

1st Sport - \$900

Additional Sports - \$450

Playtools - Online Playbook - \$199

Hudl Assist – Per game or packages

Football – \$300 for unlimited of their own games

\$500 for unlimited own games 12 hour turnaround

\$1000 for unlimited game and scout

\$1500 for Unlimited Game and Scout 12-hour turnaround

Basketball - \$900 per season for unlimited games (\$750 per team if 2 or more)

\$1300 per season for unlimited games 12 hr turnaround (\$1150 per team if 2 or more)

\$1600 unlimited game and scout (\$1400 per team if 2 or more)

\$2200 unlimited game and scout 12 hr turnaround (\$2000 per team if 2 or more)

Volleyball - \$800 per season for unlimited games (\$700 per team if 2 or more)

\$1150 per season for unlimited games 12 hr turnaround (\$1000 per team if 2 or more)

\$1400 unlimited game and scout (\$1200 per team if 2 or more)

\$2000 unlimited game and scout 12 hr turnaround (\$1800 per team if 2 or more)

Soccer - \$600 per season for unlimited games (\$500 per team if 2 or more)

\$850 per season for unlimited games 12 hr turnaround (\$700 per team if 2 or more)

\$1100 unlimited game and scout (\$900 per team if 2 or more)

\$1500 unlimited game and scout 12 hr turnaround (\$1250 per team if 2 or more)

Lacrosse - \$600 per season for unlimited games (\$500 per team if 2 or more)

\$850 per season for unlimited games 12 hr turnaround (\$700 per team if 2 or more)

\$1100 unlimited game and scout (\$900 per team if 2 or more)

\$1500 unlimited game and scout 12 hr turnaround (\$1250 per team if 2 or more)

Hockey - \$700 per season for unlimited games (\$600 per team if 2 or more)
\$1000 per season for unlimited games 12 hr turnaround (\$900 per team if 2 or more)
\$1100 unlimited game and scout (\$950 per team if 2 or more)
\$1500 unlimited game and scout 12 hr turnaround (\$1350 per team if 2 or more)

Hudl Sideline

Basic - \$500
Standard - \$900
Plus - \$1200
Premium - \$1500

Hudl Focus – Auto capture and upload

**Only included in Athletic Department Packages.

\$3,000 for additional Focus indoor or Focus outdoor if wanting to add to a package

Hudl Athletic Department Packages (base package price, can add or upgrade single items to package)

Essential Package – starts at \$8,000
Select Package – starts at \$13,000
Total Package – starts at \$20,000

Exhibit A

User Terms and Conditions

Welcome to Hudl, and thanks for accessing our services. The services available on and through the website <https://www.hudl.com/terms> (the "Services" and the "Site") are provided by Agile Sports Technologies, Inc. ("Agile").

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

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

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

1. Eligibility.

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

2. Registration.

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

In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Any such additional terms are hereby incorporated by reference into this Agreement. To the extent such additional terms conflict with the Agreement or Exhibits or Education Law Section 2-d or its implementing regulations, the Agreement with Exhibits and Section 2-d of the Education Law and its implementing regulations shall control.

3. Limited License.

Agile authorizes you to copy materials on this Site to your hard drive solely for the purpose of viewing and using the Services on your computer. You may also print portions of the Site in hard copy for the sole purpose of facilitating your personal, non-commercial use and retention of information from the Site, provided, that (i) you must retain all trademark, copyright, and other proprietary notices contained in the original materials, (ii) you must provide attribution to Agile, and if possible provide a reference to the Site, (iii) the material must be printed in its entirety without modification, reformatting or adaptation of any kind, (iv) any such copies are subject to the terms and conditions of this Agreement and remain the property of Agile, and (v) you agree to advise any person to whom you share the materials as to this Agreement and they must agree to abide by this Agreement. You may not sell or modify the material or reproduce, republish, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose other than through the Services or the Site. Unauthorized

use of the Services for any other purpose is prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Site or its content without our prior written permission. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Agile or others.

4. User Content

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

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

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

You represent and warrant to us that:

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

5. Infringing Content; Digital Millennium Copyright Act

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

If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Services, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

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

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

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

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

6. Agile Intellectual Property.

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

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

7. User Conduct.

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

- patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- solicits personal information; provides any User telephone numbers, street addresses, last names, URLs or email addresses; involves the transmission of "junk mail," "chain letters," or "unsolicited mass mailing," "instant messaging",

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

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

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties;
- advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Agile reserves the right to restrict the number of emails that a User may send to other Users;

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

- **Each Account may be utilized by one “Team,” meaning one section of one sport, from one institution (either a school or a club).**
 - **Only one sport is permitted per Account.** For example, Basketball film cannot be uploaded to a Football account and vice versa.
 - **Only one section is permitted per Account, regardless of sport.** For example, Girls’ Basketball cannot upload film to the Boys’ Basketball account and vice versa.
- **Each Team is permitted to subclassify into “Sub-Teams.” The number of Sub-Teams per Account shall be as follows:**
 - **Club & Youth:** 1 Team per Account; 0 Sub-Teams. For example, a Football team for 12U may only upload 12U film. 11U and 10U would require separate Accounts, though they may be associated under the same organization.
 - **High School:** 1 Team per Account; 4 Sub-Teams. For example, Boys’ Football may have separate Sub-Teams for the Freshman, Sophomore, JV and Varsity rosters.

- College: 1 Team per Account; 2 Sub-Teams. For example, Men's Football may subclassify into separate Sub-Teams for (a) starters and reserves or (b) offense and defense.
- If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own Account.

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

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

You agree to indemnify and hold Agile, the Agile Entities, and their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site and Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any User Content posted on the Site or through the Services causes Agile to be liable to another third party or User, except as required by Education Law Section 2-d and its implementing regulations.

8. Privacy.

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

9. Links to Other Sites.

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

10. Disclaimers.

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

DISCLAIMER OF CONSEQUENTIAL DAMAGES: EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER AGILE NOR THE AGILE ENTITIES OR THEIR DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ARISING FROM THE USE OF THIS SITE AND SERVICES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

11. Dispute Resolution.

This Agreement shall be interpreted, construed and governed by the laws of the State of New York, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of New York in Monroe County or the Federal District Court of the District of New York (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts.

12. Other Miscellaneous Terms.

Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Agile's failure to expressly enforce any provision of this Agreement does not waive its rights to enforce that or any other provision. Agile may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder (in whole or in part) in its sole discretion, provided that the third party agrees to comply with all legal and contractual requirements, including those required by Education law Section 2-d and its implementing regulations.

13. NCAA Regulations / Other Regulations.

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

14. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Exhibit B

Organization Terms of Service

Organization Terms of Service

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

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

1. Key Definitions.

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

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

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

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

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

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

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

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

2. Payment.

2.1 **Invoices.** When an Organization first signs into the Platform, Hudl posts an invoice for the Subscription in each Team Admin's account via the Platform. When an Organization adds new Teams to its account or new Services to its account, Hudl posts each Team's new invoice to the Team Admins' accounts via the Platform. Upon renewal, Hudl makes an invoice available for the renewal Subscription term in each Team Admin's account via the platform 45 days before the last day of the then-current Subscription. If the Organization purchases or renews an Organization-wide Subscription for multiple Teams,

Hudl invoices the Organization Admin or other billing contact identified by Organization outside of the Platform. If the Organization purchases additional Services, Hudl may issue invoices outside of the Platform, as described in such Service's applicable Service Terms.

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

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

3. Data Requests.

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

4. Additional Services.

4.1 Hudl Assist. If Organization or its Teams use Hudl Assist, the [Hudl Assist Terms](#) also apply to such use.

4.2 Hudl Focus. If Organization or its Teams order or use Hudl Focus, the [Hudl Hardware Terms](#) also apply to the purchase and the [Hudl Focus Terms](#) apply to the use.

4.3 Hudl Replay. If Organization or its Teams use Hudl Replay, the [Hudl Replay Terms](#) also apply to such use.

4.4 Hudl Sideline. If Organization or its Teams order or use Hudl Sideline, the [Hudl Hardware Terms](#) also apply to such use.

4.5 VolleyMetrics. If Organization or its Teams order or use VolleyMetrics, the [VolleyMetrics Terms](#) also apply to such use.

5. Licenses.

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

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

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

or permission from Organization, with or without attribution and without any royalty or payment obligations, which rights in this subsection (c) shall survive any termination or expiration of these Organization Terms.

(ii) *Coaching Data*: the non-exclusive, royalty-free right, to all Intellectual Property Rights of Organization and its Authorized Users in the Coaching Data, to use Organization's Coaching Data for the purpose of enabling Authorized Users and other third parties to use the Platform during the Term.

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

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

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

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

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

6. Promotion.

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

7. Confidentiality.

Each party (a "Receiving Party") may be provided or have access to Confidential Information (as defined below) of the other party (a "Disclosing Party"). Confidential Information will not include anything that (a) is authorized by Organization for disclosure to third parties pursuant to the terms of these Organization Terms or use of the Platform, as provided herein; (b) is already in the possession of the Receiving Party without obligation of confidence; (c) is independently developed by the Receiving Party without use of Confidential Information; (d) is or becomes available to the general public without breach of these Organization Terms; or (e) is rightfully received by the Receiving Party from a third party without obligation of confidence. Receiving Party agrees that it will not, without the consent of the other party, disclose Confidential Information to third parties or use it in any way except as set forth herein, and take actions reasonably necessary to protect the confidentiality of the Confidential Information. "Confidential Information" means (i) any proprietary information, technical data, trade secrets or know-how of Hudl, including, but not limited to, research, product plans, and proprietary information concerning products and services, pricing, or other business or technical information of Hudl that is designated to be confidential or proprietary or which reasonably appears to be confidential or proprietary; and (ii) to the extent not otherwise released by Organization and except as provided in the Privacy Policy, the Video, Coaching Data, and Athlete profile data.

8. Term and Termination

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

9. Representations and Warranties.

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

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

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

10. Indemnification.

10.1 Hudl Indemnification.

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

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

Notwithstanding anything herein to the contrary, Hudl will have no liability for any infringement or misappropriation claim of any kind to the extent that related to: (i) modifications to the Platform made by a party other than Hudl; (ii) the combination,

operation or use of the Platform or any other material licensed to Organization hereunder with equipment, devices, software or data not supplied by Hudl; or (iii) Organization's failure to use an enhancement, upgrade, or update provided by Hudl; (iv) Organization's breach of these Organization Terms; or (v) due to any action or inaction of Organization.

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

10.2 Organization Indemnification.

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

11. Limitation of Liability.

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

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

12. Miscellaneous.

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

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

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

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

13. Additional Definitions.

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

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

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

13.4 "Intellectual Property Rights" means any rights under any patent (including patent applications and disclosures), copyright, trademark, trade secret, or other intellectual property right recognized in any country or jurisdiction in the world.

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

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

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

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

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

14. Supplemental Terms

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

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

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

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

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

must keep all consents on file and provide them to 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 standard for education data.

Rev. May 2019

Exhibit C



Agreement

Order Number: 3561
Created Date: 6/8/2021
Expiration Date: 6/26/2021

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

Address Information

Bill To Name	BOCES	Ship To Name	Port Jefferson High School
Bill To Email	asherran@portjeffschools.org	Ship to Contact Name	ADAM SHERRARD
Bill To	350 OLD POST RD Port Jefferson, New York 11777 United States	Ship to Email	asherran@portjeffschools.org
		Ship To	United States

Terms

Est. Start Date: 7/1/2021
Est. End Date: 6/30/2022

Type of Package: Essential Package

Product List

Hudl Subscriptions

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

Hudl Assist

- 1 - Mens Basketball Unlimited Game 24 hr
- 1 - Womens Basketball Unlimited Game 24 hr
- 1 - Mens Football Unlimited Game Only 24 hr
- 1 - Mens Lacrosse Unlimited Game 24 hr
- 1 - Womens Lacrosse Unlimited Game 24 hr
- 1 - Mens Soccer Unlimited Game 24 hr
- 1 - Womens Soccer Unlimited Game 24 hr
- 1 - Womens Volleyball Unlimited Game 24 hr

Additional Products and Services

- 1 - Basketball Hudl Focus Indoor
- 1 - Football Hudl Sideline Basic



Agreement

- 1 - Football Playtools
- 1 - Football Hudl Focus Outdoor
- 1 - Football Focus Exchange Network

Authorized Signatures

Signature: {{Sig_es_signer.signature}}

Name: {{Sig_es_signer.fullname}}

Title: Hudl Sales Manager

Effective Date: {{Dte_es_signer.date}}

Signature: {{Sig_es_signer2.signature}}

Name: {{Sig_es_signer2.fullname}}

Title: {{Sig_es_signer2.title}}

Effective Date: {{Dte_es_signer2.date}}

This Agreement and Organization's use of the products described on this Agreement are governed by the Organization Terms found at www.hudl.com/eula

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

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

Exhibit D

Compliance With New York State Education Law Section 2-d Contract Addendum

The parties to this Contract Addendum are the Monroe 1 Board of Cooperative Educational Services ("BOCES") and Agile Sports Technologies, Inc., dba Hudl ("Vendor"). BOCES is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d"), and Vendor is a third party contractor, as that term is used in Section 2-d. BOCES and Vendor have entered into this Contract Addendum to conform to the requirements of Section 2-d and its implementing regulations. To the extent that any term of any other agreement or document conflicts with the terms of this Contract Addendum, the terms of this Contract Addendum shall apply and be given effect.

Definitions

As used in this Addendum and related documents, the following terms shall have the following meanings:

"Student Data" means personally identifiable information from student records that Vendor receives in connection with providing Services under this Agreement. Student Data shall remain confidential; provided that Student Data that is (i) publicly available such as game video or roster data, or (ii) information made public or shared by authorized users via the platform, is not required to remain confidential.

"Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"Third Party Contractor," "Contractor" or "Vendor" means any person or entity, other than an educational agency, that receives Student Data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including, but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs.

"BOCES" means Monroe #1 Board of Cooperative Educational Services.

"Parent" means a parent, legal guardian, or person in parental relation to a student.

"Student" means any person attending or seeking to enroll in an educational agency.

"Eligible Student" means a student eighteen years or older.

"State-protected Data" means Student Data, as applicable to Vendor's product/service.

"Participating School District" means a public school district or board of cooperative educational services that obtains access to Vendor's product/service through a cooperative educational services agreement ("CoSer") with BOCES, or other entity that obtains access to Vendor's product/service through an agreement with BOCES, and also includes BOCES when it uses the Vendor's product/service to support its own educational programs or operations.

"Breach" means the unauthorized access, use, or disclosure of personally identifiable information or Educational Agency Data.

"Commercial or marketing purpose" means the sale of PII; and the direct or indirect use or disclosure of State-protected Data to derive a profit, advertise, or develop, improve, or market products or services to students.

"Disclose", "Disclosure," and "Release" mean to intentionally or unintentionally permit access to State-protected Data; and to intentionally or unintentionally release, transfer, or otherwise communicate State-protected Data to someone not authorized by contract, consent, or law to receive that State-protected Data.

Vendor Obligations and Agreements

Vendor agrees that it shall comply with the following obligations with respect to any student data received in connection with providing Services under this Agreement and any failure to fulfill one of these statutory or regulatory obligations shall be a breach of this Agreement. Vendor shall:

(a) limit internal access to education records only to those employees and subcontractors that are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d and FERPA (e.g., the individual needs access in order to fulfill his/her responsibilities in providing the contracted services);

(b) only use personally identifiable information for the explicit purpose authorized by the Agreement, and must/will not use it for any purpose other than that explicitly authorized in the Agreement;

(c) not disclose any personally identifiable information to any other party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Agreement, unless (i) if student PII, the Vendor or that other party has obtained the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of

the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable information in its custody;

(e) use encryption technology to protect data while in motion or in its custody from unauthorized disclosure by rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5 using a technology or methodology specified by the secretary of the U.S.);

(f) not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so except as expressly permitted under this Agreement;

(g) notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of such data by Vendor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after such discovery of such breach;

(h) cooperate with educational agencies and law enforcement to protect the integrity of investigations into any breach or unauthorized release of personally identifiable information;

(i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, and that comply with the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth below;

(j) acknowledge and hereby agrees that the State-protected Data which Vendor receives or has access to pursuant to this Agreement may originate from several Participating School Districts located across New York State. Vendor acknowledges that the Data belongs to and is owned by the Participating School District from which it originates;

(k) acknowledge and hereby agrees that if Vendor has an online terms of service and/or Privacy Policy that may otherwise be applicable to its customers or users of its product/service, to the extent that any term of such online terms of service or Privacy Policy conflicts with the terms of this Addendum or the Agreement, the terms of this Contract Addendum first and then the Agreement (with Exhibits) shall be given precedence; and

(k) acknowledge and hereby agrees that Vendor shall promptly pay for or reimburse the educational agency for the full cost of such breach notification to parents and eligible students due to the unauthorized release of student data by Vendor or its agent or assignee, only to the extent required under applicable law or regulation.

Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security

<https://www.monroe.edu/domain/1478>

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Student Records Policy 6320. <https://www.monroe.edu/6320>
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or

Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

Supplemental Information About Agreement Between HUDL and BOCES

(a) The exclusive purposes for which the personally identifiable information will be used by Vendor is to provide the Sports Video Software Services described in the Agreement to a Participating School District pursuant to a BOCES Purchase Order.

(b) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d) The effective date of this Agreement shall be July 1, 2021 and this Agreement shall remain in effect until June 30, 2022.

(e) Upon request, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data to the extent the Participating School District cannot update this information on its own.

(g) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above.

It is understood that a further Contract Addendum may be necessary to ensure compliance with Education Law Section 2-d and its implementing regulations, following promulgation by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

Tray Boyer
Vendor Signature

01 July 2021
Date