

Master License and Service Agreement

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Master License and Service Agreement

This Master License and Service Agreement (“MLSA”) is made and entered into by and between Agile Sports Technologies, Inc. dba Hudl (“Vendor”), having its principal offices at 600 P Street, Suite 400 Lincoln, NE 68508, and the Greater Southern Tier BOCES (“Customer”), having its principal offices at 459 Philo Road, Elmira, New York 14903. Vendor and Customer are sometimes referred to herein each individually as “Party” and collectively as the “Parties.” The MLSA expressly includes its Schedule(s) and Exhibit(s) attached hereto, which are each incorporated herein by this reference. The MLSA and the Organization Terms (defined below), as well as any Order entered into between Vendor and the applicable Licensee (defined below) are collectively referred to herein as the “Agreement”.

Boards of Cooperative Educational Services (“BOCES”), including Customer, are municipal corporations organized and existing under Section 1950 of the New York Education Law, and are authorized to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements (“CoSers”) approved by the New York State Education Department.

Customer represents and warrants that it is authorized to issue requests for proposals and award and enter into contracts for the purchase of software applications that can be made available to school districts as part of applicable approved CoSers, on behalf of itself, school districts, and other BOCES across New York State (the “Participating Organizations”). Through Customer’s procurement process, Vendor has been identified and accepted by Customer as a provider of Hudl and related products and services, as more fully described herein (the “Product(s)”). The Agreement shall apply to the Participating Organizations and their use of the Products. The Participating Organizations shall each be deemed an “Organization” for purposes of the Hudl Organization Terms of Service, available at www.hudl.com/eula (the “Organization Terms”). The Organization Terms are incorporated into the Agreement. Any capitalized terms used but not defined in this MLSA shall have the meaning given them in the Organization Terms.

As Customer and several other school districts and BOCES throughout New York State have expressed an interest in offering the Product(s) to school districts as part of the applicable CoSers, Customer wishes to make the Product(s) available through the Third Party Vendor Management Service. Accordingly, the Parties have entered into the Agreement to set forth the terms upon which the Product(s) will be made available by Customer to itself and to other Participating Organizations.

1. Term and Termination

The effective date of the MLSA shall be July 1, 2025 (the “Effective Date”). The initial term of the MLSA shall commence on the Effective Date and continue until June 30, 2026 (the “Initial Term”). At the end of the Initial Term, the Agreement will automatically renew for four (4) additional years, in four (4) consecutive one-year intervals (each a “Renewal Term”), unless either party provides notice to the other party no later than ninety (90) days prior to the expiration of the then-current Renewal Term. Customer may terminate the MLSA for cause upon thirty (30) days’ advance written notice if Vendor is in material default of the MLSA, so long as the default remains uncured at the expiration of the notice period.

2. Scope of Services

Acting as an independent contractor, during the Initial Term, Vendor will provide the Product(s) at the prices listed herein in Schedule I, attached to this MLSA. The Product(s) include additional recruiting features described in Exhibit D. Any services related to the Product(s) to be provided by Vendor, including but not limited to consulting, educational, hosting, system administration, training, or maintenance and support services (“Services”), shall be as more fully described within this MLSA in Exhibit E and at the prices stated in Schedule I. If there are any conflicts between this MLSA and any of its Schedules or Exhibits, the MLSA prevails solely with respect to its respective subject matter. If there are any conflicts between the MLSA and the Organization Terms, the MLSA shall prevail.

3. Grant of License

3.1. License

As more fully set forth in the Organization Terms, the Product(s) subscribed to under the Agreement are provided under license. Vendor grants to Customer and to each Participating Organization a non-assignable, non-transferable, revocable, and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth in the Organization Terms. For purpose of the licenses and rights granted by Vendor pursuant to the Agreement, Customer and each Participating Organization may also be referred to individually as a “Licensee” and collectively as “Licensees” with respect to Product(s) they use or purchase. Licensees shall not assign, sublicense, or otherwise encumber or transfer the Product(s) without the prior written consent of Vendor. Except as otherwise provided with respect to hardware in the Organization Terms, nothing herein shall act to transfer any interest in the Product(s) to any Licensee, and title to and ownership of the Product(s) shall always remain with Vendor.

3.2. Termination of License

Vendor may terminate the rights and licenses granted to a Licensee under the Agreement if the Licensee fails to comply with any terms and conditions of the Agreement that are specifically applicable to that entity as a Licensee. Within five (5) days of notice of such termination, the Licensee shall return all materials related to the Product(s) and, to the extent applicable, arrange with Vendor to remove the Product(s) located at the Licensee’s sites or under the direct control of Licensee.

3.3. Vendor License Warranty

Vendor warrants that it has full power and authority to grant the rights to the Product(s) that are Software, Services, and Hardware provided by Vendor as herein described. Vendor’s obligation and liability under this Paragraph shall be to obtain any authorization necessary to make effective the grant of license to Licensees to use such Product(s), in such a manner or method as determined by Vendor, at Vendor’s own cost and expense.

4. Use of Products; Protection of Application and Confidential Information

4.1. Use of Product(s)

The purchase and use of the Product(s) by Customer and Participating Organization shall be as specifically authorized by Vendor in the Organization Terms and/or as otherwise provided in the Agreement.

4.2. Copyright of Product(s)

The Product(s) are protected by copyright law. Vendor hereby confirms that Vendor is the owner of any copyright in the Product(s) described in Schedule I, except for any open source software, third-party software or products, Third-Party Hardware, or Content, as well as an authorized source or reseller for the Product(s) in the state of New York. Licensees shall not make or allow others to make copies or reproduction of the Product(s), or any portion thereof in any form without the prior written consent of Vendor and/or as otherwise provided in the Agreement. The unauthorized copying, distribution or disclosure of the Product(s) is prohibited and shall be considered a material breach of the Agreement.

4.3. No Modification of Product(s)

Except as expressly stated herein, no Licensee may alter, modify, or adapt the Product(s), including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product(s) or any part thereof, without the prior written consent of Vendor.

4.4. Ownership of Data

Subject to the rights and licenses in the Organization Terms and as between Licensees and Vendor, Licensees shall be the sole owner and custodian of their respective Organization Data (as defined in the Organization Terms) transmitted to, received, or manipulated by the Product(s), except as otherwise specifically set forth in the Agreement.

4.5. Confidential Information

Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information relating in any manner to the business and/or affairs of Vendor (and its Affiliates) or Customer which may be communicated, disclosed, or otherwise made available to the other Party under or in connection with the Agreement, including information consisting of or relating to technology, trade secrets, know-how, business operations, plans, strategies, and customers. Confidential Information does not include information which (a) was known to the receiving Party or is public before disclosure; (b) becomes public after disclosure by a publication or other means except by a breach of the Agreement by the receiving Party or its Representative; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; (d) was independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (e) is Public Content. Disclosures of Confidential Information that are required to be disclosed by law or legal process shall not be considered a breach of the Agreement if the receiving Party notifies the disclosing Party, provides the disclosing Party with an opportunity to object, and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure to the extent allowed by law.

4.6. Vendor Obligations Under NYS Education Law 2-d

Vendor agrees to comply with all terms, conditions, and obligations as set forth in the Data Sharing and Confidentiality Agreement, attached hereto as Exhibit B. Notwithstanding anything herein to the contrary, the terms of Exhibit B shall prevail in the case of any conflict between the MSLA or any Schedule or Exhibit attached hereto, and Exhibit B.

5. Representations, Warranties and Disclaimers

5.1. Mutual

Each Party represents and warrants that it has the power and authority to enter into this MLSA and that the Party's execution, delivery, and performance of this MLSA (a) has been authorized by all necessary action of the governing body of the Party; (b) does not knowingly violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) is not subject to the consent or approval of any third party, except as otherwise provided herein.

5.2. Intellectual Property

Vendor warrants that use of the Product(s) that are Software, Services, or Hudl Hardware ("Indemnified Product(s)") does not infringe any United States patent, copyright, or trademark. Vendor will indemnify Customer and any other applicable Licensee and hold it or them harmless from and against all third-party claims, actions, damages, liabilities, and expenses in connection with any action brought against Customer or any Licensee that the use of the Indemnified Product(s) provided hereunder infringe upon any United States patent, copyright, or trademark. Customer or the applicable Licensee, as applicable, will notify Vendor in writing of such suit, claim, action, proceeding or allegation(s) as soon as possible. Vendor shall have sole control of the defense. Customer or the other Licensee, as applicable, shall provide reasonable information and assistance to Vendor at Vendor's expense.

- 5.2.1. Vendor shall have the right to make such defense by counsel of its choosing and Customer or the other Licensee, as applicable, shall cooperate with said counsel and Vendor therein.
- 5.2.2. If the Indemnified Product(s) are held to infringe, or in Vendor's opinion are likely to be held to infringe, any United States patent, copyright, or trademark, Vendor shall, in addition to its obligations as set forth in this Paragraph, at its expense and sole discretion, (a) secure the right for Customer or the other Licensee, as applicable, to continue use of the Product(s) or (b) replace or modify the Indemnified Product(s) to make it non-infringing. If commercially reasonable efforts to perform the foregoing are unsuccessful, Customer or the other Licensee, as applicable, shall be entitled to a pro-rata refund of fees paid by the Customer or the Licensee to Vendor pursuant to the Agreement, calculated as of the date Customer or the Licensee, as applicable, was prohibited from using the Indemnified Product(s).
- 5.2.3. Vendor shall have no obligation with respect to any such claim of infringement based upon modifications of machines or programming made by Customer or any other Licensee without Vendor approval, in violation of the Organization Terms, or upon their combination, operation, or use with apparatus, data, or programs not furnished by Vendor by Customer or any other Licensee, without Vendor's approval.
- 5.2.4. The indemnification and refund provisions of this subparagraph, subject to the exclusions thereof, set forth Vendor's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights of any kind.

5.3. Warranties

Vendor represents and warrants that (a) the Product(s) will perform substantially in accordance with the specifications set forth in the Documentation, if any, for such Product(s), and that (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Product(s) or Services, reported to Vendor by Customer or any other Licensee, Vendor shall make commercially reasonable efforts to correct such non-conformance. In the event Vendor is unable to correct such non-conformance, Vendor will provide Customer or the other Licensee, as applicable and at Vendor's sole discretion, with replacement or repair of defective Product(s), re-performance of Services, or a pro-rata refund of fees paid pursuant to the Agreement upon the return of such Product(s) in accordance with Vendor's instructions, with such fees calculated as of the date of commencement of any period of non-conformance. "Documentation" refers to the materials for such Product(s) on Schedule I, which may be updated from time to time by Vendor.

5.4. Remedies

Remedies available to Customer or any other Licensee for damage or loss to the Product(s) that are hardware, provided such damage or loss is not caused by Customer or such Licensee, shall be the repair or replacement of the Product(s) or a pro-rata refund of fees paid pursuant to the Agreement, only upon the return of such Product(s) in accordance with Vendor's instructions, with such fees calculated as of the date of commencement of the damage or loss. In any claim, Customer or the Licensee must prove to the satisfaction of Vendor that it followed all instructions for use, care, storage, maintenance, handling, and application of the Product(s). Vendor shall have no liability or responsibility for damage or loss to the Product(s) caused by any alteration or modification by a Licensee not authorized by Vendor, or for damage or loss arising out of the malfunction of Licensee's equipment or other product not supplied by Vendor.

5.5. Disclaimers

EXCEPT FOR ANY WARRANTIES EXPRESSLY PROVIDED IN THIS PARAGRAPH 5, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PRODUCT(S) AND SERVICES,

INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCT(S) WILL PERFORM OR OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCT(S) WILL MEET ANY LICENSEE'S PARTICULAR REQUIREMENTS OR PURPOSE.

5.6. Customer Representations and Warranties

Customer hereby represents and warrants to Vendor:

- 5.6.1.** That all BOCES and Participating Organizations, including Customer, have agreed to be bound by the terms of the Agreement (including the Exhibits and named documents indicated as components of the Agreement) and perform their specific obligations as participating BOCES herein.
- 5.6.2.** That all BOCES and Participating Organizations, including Customer, will take reasonable measures to ensure that all sites used by BOCES and school district Licensees within their jurisdiction will meet the systems and network minimum requirements set forth on Exhibit A, attached to the Agreement and made a part hereof.
- 5.6.3.** That all Participating Organizations, including Customer, will take steps to ensure that BOCES and school district Licensees within their jurisdiction use their best efforts to make staff available for training in how to utilize the Product(s) as requested by Vendor.

5.7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR'S TOTAL CUMULATIVE LIABILITY TO A BOCES, CUSTOMER, AND ANY LICENSEE ARISING OUT OF OR RELATED TO THE AGREEMENT, FROM ALL CAUSES OF ACTIONS AND UNDER ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE FEES PAID TO VENDOR BY BOCES, CUSTOMER, OR LICENSEE DURING THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE.

6. Fees and Payment

6.1. Fees

In consideration of the rights and licenses granted to all Licensees as described in the Agreement, the Product(s) provided by Vendor, and the Services to be performed by Vendor, Customer agrees that each participating BOCES (including Customer) shall pay Vendor the applicable fees set forth in Schedule I on behalf of each Licensee within its jurisdiction that participates in the applicable CoSers during the Initial Term or any Renewal Term. Customer shall be responsible for ensuring such payment according to the terms of the Agreement.

6.2. Pricing

The fees set forth in Schedule I shall be applicable during the Initial Term and apply for each one (1) year period beginning July 1 ("fiscal year"). Vendor will provide to Customer new pricing for each Renewal Term by April 1 of such fiscal year. The Parties agree that the fees set forth in Schedule I may be subject to an annual increase each fiscal year of no more than 10% for each Renewal Term. If no notification is received by April 1 of the current fiscal year, the fees established for the current fiscal year will remain in effect for the following fiscal year.

6.3. Quotes

Quotes and order forms applicable to any BOCES or school district Licensees based on the fees set forth in Schedule I and subject to the Agreement shall be provided to the school district Licensee. Provided such quote or order is consistent with the Agreement, Vendor may require each Licensee to execute such quote or order, and Vendor agrees to provide an executed copy such quote or order with each Licensee to the BOCES Contact (including Customer's) or his/her designee as communicated to Vendor. Subject to the terms of the Agreement, each participating BOCES (including Customer) will issue a purchase order to Vendor on behalf of each Licensee within its jurisdiction that wishes to participate in the applicable CoSers and purchase or use the Product(s). For clarity, and regardless of whether Vendor's quote or order form is signed by a Licensee, any Product(s) purchased or used by the Customer, each participating BOCES, and any school district Licensee shall be deemed "Products" as such term is used in the Organization Terms and any such purchase or use shall be subject to the Agreement. Customer shall be responsible for ensuring Exhibit C is signed by each Licensee prior to access to or use of the Product(s) and agrees to provide such signed Exhibit C promptly to Vendor, provided that the failure to have such Exhibit C by a Licensee shall not affect the validity of any term or provision of this MLSA, its Exhibits, or the Organization Terms. In the event a quote or order form is not executed by a Licensee, for purposes of the Organization Terms, the Subscription Term for any Product(s) for a Licensee shall begin on the date such Licensee begins use of the applicable Product(s) and continue for the Initial Term or then-current Renewal Term, as applicable, unless Vendor and Licensee agree otherwise via email.

6.4. Invoices

When invoicing Customer, Vendor shall send invoices addressed to 459 Philo Road, Elmira, New York 14903; any other invoices shall be sent by Vendor to the other participating BOCES initiating the request. Vendor shall contact the BOCES contact at each other participating BOCES to receive the proper invoicing address. Payment shall be made by each participating BOCES (including Customer) within forty-five (45) days of receipt of an invoice from Vendor.

6.5. Withdrawal

Vendor acknowledges that due to the nature of BOCES services, individual Licensees may from time to time, during the Initial Term of this MLSA or any Renewal Term, withdraw from or choose not to renew their participation in the applicable BOCES service for a subsequent fiscal year. Each participating BOCES (including Customer) shall provide written notification to Vendor of any such withdrawal or non-renewal by any Licensee within its jurisdiction no later than thirty (30) days prior to the start of the next fiscal year, without penalty. Upon written request by the applicable BOCES, Vendor shall securely delete or otherwise destroy any and all Protected Data received from that withdrawing Licensee remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed the Protected Data; if requested by the Licensee, Vendor will assist in exporting all Protected Data previously received back to the withdrawing Licensee prior to deletion. Vendor will provide Customer and the withdrawing Licensee with written certification from an appropriate officer that these requirements have been satisfied in full. For purposes of this subparagraph 6.5, Protected Data shall have the same meaning as set forth in the Data Sharing and Confidentiality Agreement incorporated into the Agreement by reference as Exhibit B. Notwithstanding the non-renewal or withdrawal of any Licensee, the terms of the Agreement shall continue in full force and effect with respect to Customer and any other remaining BOCES or school district Licensees.

7. Implementation Assistance Services and Training Support

7.1. Training

Vendor will provide initial training resources, at no cost, to Customer's staff, the staff of each participating BOCES, and to school district Licensees. Vendor will provide further training and resources to the BOCES staff as outlined in Exhibit E attached hereto.

7.2. Use of Training Materials

Customer, all other participating BOCES, and all school district Licensees may use the entire Vendor provided training materials, on an ongoing basis, at no cost.

7.3. Training Logins and Sites

Vendor will provide Customer and all other participating BOCES with the Product(s) or application logins for utilizing the Product(s) while training Licensee school districts. Vendor will provide administrative logins to Customer and all other participating BOCES for each Licensee school district in order for Customer and all other participating BOCES, as owners of the equipment/licenses, to manage and maintain accounts as required by the State Department of Education. Any access to or use of the Products(s) shall be deemed to be subject to the Organization Terms even without an Order (even if generally required under the Organization Terms).

8. Technical Support Services

8.1. Technical support and updates provided by Vendor shall include assistance and consultation by phone to assist Customer, any other participating BOCES, or any school district Licensee in resolving problems with the use of the Product(s), at no charge.

8.2. Vendor also agrees to provide the following technical support services to Customer, any other participating BOCES, and any school district Licensee:

8.2.1. Phone Number for Support: (402) 817-0499, 8:00 A.M. to 5:00 P.M. CST (Central Standard Time). Hudl may change the phone number for support by providing notice to Customer.

8.2.2. Bug Correction: Vendor shall use commercially reasonable efforts to correct any software bugs in the Product(s). Customer, any other participating BOCES, and any school district Licensee shall allow Vendor in each instance the opportunity to make repeated efforts within a reasonable time to correct any such bugs.

8.2.3. Training, free of charge, for technical staff of Customer and/or any other participating BOCES to install or update any Product(s). This training may be provided via webinar.

9. Applicable Law

The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without regard to that state's choice-of-law provisions. In the event a dispute arises between the parties in connection with the Agreement, the Parties shall use good faith efforts to resolve such dispute by negotiation.

10. Force Majeure

Notwithstanding anything to the contrary contained herein and except for payment obligations, neither Party shall have any liability to the other Party for any default or delay in performance of its obligations hereunder to the extent attributable to unforeseen events beyond the reasonable control of the Party. Such events shall include but not be limited to, natural disasters or "acts of God;" war; acts of public enemies; terrorism; flood; government action; orders of regulations; fire; civil disturbance or unrest;

work stoppage or strike; unusually severe weather conditions; disease, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction (each, a “Force Majeure” event). Vendor’s performance of some or all of its obligations hereunder may also cease at any time upon mutual written agreement between the Parties. Any warranty period affected by a Force Majeure event shall be extended for a period equal to the duration of such Force Majeure event.

11. No Waiver

No term or provision of the Agreement shall be deemed waived, and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the party granting the waiver or consent. If either party grants a waiver or consent to a breach of a term or provision of the Agreement, such waiver or consent shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach of any other term or provision.

12. Severability

If any term, clause, or provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

13. Risk of Loss or Damage

Vendor will be required to procure and maintain at its own expense during the term of the Agreement, the following insurance coverage:

General Liability Insurance: A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Limit Per Occurrence/Aggregate
Property Damage	\$1,000,000/ \$2,000,000
Bodily Injury	\$1,000,000/ \$2,000,000
Personal Injury	\$1,000,000/ \$2,000,000

Customer shall be named as an additional insured on such policy or policies.

14. Amendment

The Agreement may be amended by Customer and Vendor provided that any such changes or modifications shall be in writing signed by the Parties hereto.

15. Headings

The headings of the paragraphs and sections of the Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

16. Notices

Except as otherwise provided in the Agreement, all notices required hereunder shall be in writing and sent by certified mail, return receipt requested to the party at the address written above, or such other address as notified to the other Party pursuant to this Paragraph. A copy of any notice to Vendor shall also be sent to legal@hudl.com.

17. Conflict of Interest

Vendor represents and warrants that Vendor presently has no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Vendor’s obligations under the Agreement. Vendor further represents and warrants that it has not employed nor retained any person or company, other than a bona fide employee working solely for Vendor or the

Vendor's bona fide agent, to solicit or secure any agreement with any other participating BOCES or any school district Licensee. Further, Vendor represents that Vendor has not paid, given, or agreed to pay or give any company or person, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, any fee, commission, percentage, brokerage fee, gift, contribution, or any other consideration contingent upon or resulting from the award or making of any agreement with any other participating BOCES or any school district Licensee. Upon discovery of a breach or violation of the provisions of this Paragraph, Customer shall have the right to terminate the Agreement in accordance with the termination provisions of the Agreement; however, if terminating the Agreement under the provisions of this Paragraph, it may do so immediately and without providing Vendor the opportunity to cure such breach or violation.

18. Employment Practices

Vendor warrants that there shall be no discrimination against any employee who is employed in the work covered by the Agreement, or against any applicant for such employment, because of race, religion, color, sex, age, or national origin. This shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other tools of compensation, and selection for training, including apprenticeship.

19. Executory Clause

The Agreement shall be deemed executory only to the extent of monies appropriated and available to Customer or any other BOCES or school district Licensee for the purpose of the Agreement, and no liability on account thereof shall be incurred by Customer or any other BOCES or school district Licensee beyond the amount of such monies. The Agreement is not a general obligation of Customer or any other BOCES or school district Licensee. Neither the full faith and credit nor the taxing power of any school district Licensee is pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of the Agreement.

20. Non-Assignment

The Agreement shall be binding on the Parties and on their successors and assigns. Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Agreement or any amendment thereto, or its power to perform the obligations required by the Agreement to any other person or corporation without the previous consent, in writing, of the other party; and any attempts to assign the Agreement without the other party's prior written consent are null and void. Notwithstanding the foregoing, Vendor may assign the Agreement to an affiliate or a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of Vendor's assets.

21. Entire Understanding

The Agreement and all Exhibits attached hereto constitute the entire understanding between Customer and Vendor.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this MLSA to be executed by their duly authorized representatives as of the dates set forth below.

GREATER SOUTHERN TIER BOCES
TECHNOLOGIES, INC.

AGILE

SPORTS

Edward R White III

By _____
Edward R White III

Name _____
10/30/2025

Date _____



By _____
Tyler Kvasnicka

Name _____

Date: 10/29/2025

Schedule I – Product(s)

[insert]

EXHIBIT A – System and Network Minimum Requirements
Network Requirements
July 1, 2025 June 30, 2026

Technical Requirements

Hudl Focus has certain network requirements for connecting to Hudl servers to record and upload video. If your organization cannot do the below, we cannot support Hudl Focus at your facility.

If you choose to broadcast with Hudl Focus, be sure to meet the additional broadcast requirements (below).

Network Setup

A wired network connection with internet access is required (unless using Hudl Focus Flex). A network port near the mounting location is preferred. We require using a standard Cat5e/Cat6 cable that is no longer than 300 feet. Hudl Focus cannot connect via Wi-Fi.

Consistent upload speeds of 5Mbps or faster are required. Hudl Focus uploads HD video. A reliable network is crucial in getting your video online. You can check your internet speed at hudl.com/speedtest.

Firewall Configuration

The ports Hudl Focus needs access to are used for outgoing traffic only. They are not listening or used for incoming traffic. Your organization's firewall can still protect from incoming traffic as normal.

Ports

All the data from the Hudl Focus camera is encrypted and transferred via TCP. If possible, contact your IT department and have them open the necessary ports below.

Port	Purpose
443	<ul style="list-style-type: none"> • To communicate with Hudl via API • To upload video to Amazon S3 • To communicate with Hudl via Amazon's IoT • To receive periodic updates • To upload crash reports to Hudl for debugging • To have access to Python packages
80	<ul style="list-style-type: none"> • To communicate with Hudl via API • To upload video to Amazon S3 • To receive periodic updates • To upload crash reports to Hudl for debugging
123	<ul style="list-style-type: none"> • To communicate with a cluster of NTP time servers on port 123 to keep the device's date and time in sync

URIs to Allow

If your organization has a list of allowed domains, make sure these are on it.

URI	Purpose
*.hudl.com	<ul style="list-style-type: none"> • To communicate with Hudl via API

*.iot.us-east-1.amazonaws.com	• To communicate with Hudl via Amazon's IoT
*.pool.ntp.org	• To communicate with a cluster of NTP time servers
*.pypi.org files.pythonhosted.org pypi.python.org	• For access to Python packages
*.sentry.io	• To upload crash reports to Hudl for debugging
*.s3.amazonaws.com	• To receive periodic updates • To upload video to Amazon S3
*.ubuntu.com	• To receive periodic updates

Your camera's hostname will be displayed as FOCUS-#####. If you're struggling to find the device on your network, look for that hostname on your DHCP server IP address leases.

Broadcast Requirements

Technical Requirements:

- Your broadcast software can accept IP feed video sources via RTMP.
- The computer with broadcast software is connected to the same network as the Focus camera.

For best performance, we highly recommend:

- The computer with broadcast software is wired via ethernet into the same network as the Focus camera.
- Network upload speed of over 20 Mbps.
- The camera and computer are on a private IP address.

If you experience issues with video quality or latency, make sure:

- The video feed is not routed through another network to the broadcast computer.
- The video is not passed through a firewall for security before getting passed to the computer with the broadcast software.
- Port 1935 is not blocked on any networking hardware or firewalls.
- There is nothing blocking or restricting RTMP traffic.

EXHIBIT B – Data Sharing and Confidentiality Agreement

INCLUDING

PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY AND SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. Purpose

- a) This Exhibit supplements and is incorporated by this reference into the Master License and Service Agreement (“MLSA”) to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and Supplemental Information about the MLSA that is required to be posted on Customer’s website.
- b) To the extent that any terms contained within the MLSA or the Organization Terms, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect with respect to the subject matter of this Exhibit.

2. Definitions. Any capitalized term used but not defined within this Exhibit will have the meaning given it in the MLSA or Organization Terms. In addition, as used in this Exhibit:

- a) “Breach” has the meaning assigned to it in Section 2-d.
- b) “Student Data” means Personally Identifiable Information from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- c) “Teacher or Principal Data” means Personally Identifiable Information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- d) “Personally Identifiable Information” has the meaning assigned to it in Section 2-d. Any reference to personally identifiable information herein means Personally Identifiable Information.
- e) “Protected Data” means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor’s Product(s) or Vendor Services. Protected Data does not include information that has been anonymized or de-identified, anonymous usage data regarding a student’s use of Vendor Services, or Public Content (as defined in Organization Terms).
- f) “Participating Educational Agency” means a school district within New York State that purchases certain shared instructional technology services and software through a CoSers with Customer, and as a result is licensed or granted the right to use Vendor’s Product(s) pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Customer or another BOCES that is licensed or authorized to use Vendor’s Product(s) pursuant to the MLSA to support its own educational programs or operations.
- g) “Vendor Services” include Hudl products and services, including software and hardware, for use by sports teams for coaching, performance analysis, sport analysis, public game livestreaming, public game event ticketing, recruiting facilitation, and athlete promotion, as described in the Organization Terms. The Vendor Services do not include any Hudl products and services used by fans of sports teams and fans, viewers, and attendees of athletic and other events.

- h) “Unauthorized Disclosure” or “Unauthorized Release” have the meanings assigned to such terms in Section 2-d.
- i) For purposes of clarity, the definitions of “Student Data”, “Personally Identifiable Information” and “Protected Data” (1) do not include (a) video of or statistics or data related to publicly performed sporting events, or (b) public profile data; (2) relate only to data or information gathered or provided through or with respect to the Vendor Services; and (3) do not include any data or information provided to, gathered by or received by Vendor with respect to an individual’s direct relationship with Vendor including where the individual is interacting with Vendor’s fan experience.

3. Confidentiality of Protected Data

- a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with the MLSA, this Data Sharing and Confidentiality Agreement, and applicable federal and state law (including but not limited to Section 2-d) and the Parents Bill of Rights for Data Security and Privacy attached hereto. Any of the following shall not be an unauthorized disclosure of Protected Data or Student Data under this Data Sharing and Confidentiality Agreement: (1) disclosures permitted by the MLSA, this Data Sharing and Confidentiality Agreement, or the Organization Terms, or as directed by the Participating Educational Agency; (2) disclosures of aggregate summaries of de-identified data; (3) disclosures to subcontractors or agents of Vendor; or (4) disclosure or provision of a student athlete’s profile data to verified recruiters, provided such disclosure is consistent with the student athlete’s profile settings. Nothing in this Data Sharing and Confidentiality Agreement or any documents referred to herein shall be interpreted to prohibit the disclosure or provision of a student athlete’s profile data to verified recruiters, provided such disclosure or provision of profile data is consistent with the student athlete’s profile settings (“Recruit”). Further, the use of Recruit, where allowed by a Participating Educational Agency and opted in to by the student athlete will not be considered a sale or release of any data, including Personally Identifiable Information, for commercial purposes.
- c) Prior to any use of the Product(s) by Customer or Participating Educational Agencies, Customer shall for itself, and shall Participating Educational Agencies to, obtain written consent (“Consents”) from each student’s parent/legal guardian (or the eligible student, where applicable) authorizing Vendor to (a) make public, share, and disclose (i) video of and statistics and data related to publicly performed sporting events and (ii) public profile data for each student on the Vendor Services and (b) share and disclose a student’s profile data to verified recruiters, provided such disclosure or provision of profile data under (b) is consistent with the student’s profile settings. Customer warrants that it will for itself, and it will cause Participating Educational Agencies to, have obtained all Consents before any use of the Product(s). Customer warrants that it will for itself, and it will cause Participating Educational Agencies to, keep all Consents on file and provide them to Vendor upon request.

- 4. **Data Security and Privacy Plan.** Vendor agrees that it will protect the confidentiality, privacy, and security of the Protected Data received from Participating Educational Agencies in accordance with BOCES Parents Bill of Rights for Data Privacy and Security, attached to this Data Sharing and Confidentiality Agreement as Attachment. In the event the Attachment or BOCES Parents Bill of Rights signed by Vendor conflicts with the rest of the Exhibit B to the MLSA (exclusive of the

Attachment or such BOCES Parents Bill of Rights), the rest of Exhibit B shall supersede. Additional elements of Vendor's Data Security and Privacy Plan are as follows:

- (a) In order to implement all applicable state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Customer's data security and privacy policy, Vendor will:

Vendor's information security program is modeled after the International Standards Organization (ISO) 27001 standard, aligned with NIST Cybersecurity Framework, and designed to protect against the accidental or unauthorized damage, loss, or access of any Protected Data.

Vendor's information security policy and data protection policy detail Vendor's approach to keeping data safe, private, and under control. These internal documents are reviewed quarterly, made available on Vendor's intranet, and used within internal awareness training. Vendor's privacy policy can be found at www.hudl.com/privacy and Vendor's security policy at www.hudl.com/security.

- (b) In order to protect the security, confidentiality, and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA:

Administrative:

Policies, standards, and procedures related to the classification, handling, retention, and destruction of data have been implemented and maintained. Vendor classifies all Protected Data at its highest level of data classification.

Vendor follows the principle of least privilege and system owners maintain and periodically review documentation regarding the privileges assigned to users, groups, and administrators.

Vendor provides security awareness training upon hire and at least annually. Attendance and completion are tracked through the Learning Management System (LMS). Vendor also performs background screening, testing, and reference checking as part of the hiring and onboarding process. All personnel, including third parties when applicable, are subject to confidentiality agreements.

Incident response and disaster recovery plans are maintained and tested to minimize the impact of potential threats to business operations.

Technical:

Vendor employs a defense-in-depth, zero-trust aligned strategy for network security including the use of host-based and web application firewalls, segregation of development, test, and production environments, and access control lists/security groups between Virtual Private Clouds (VPCs). Amazon Web Services (AWS) provides Distributed Denial-of-Service (DDoS) protection that ensures the uptime and availability of resources.

Vendor encrypts all Protected Data transferred over public networks following industry standard best practices. All Protected Data at rest within AWS environments is encrypted following industry standard best practices.

The software development life cycle includes several functional, non-functional and security testing requirements. Secure software development standards exist to guide and mature capabilities spanning threat modeling, third party library risks, OWASP

concerns, more formalized static/dynamic code testing and developer training. Change management and tracking is tied to role-based access and repositories are monitored.

Vendor uses industry standard techniques designed to restrict access to and prevent unauthorized use of its systems. The use of individual user accounts is required to maintain the integrity of audit trails and access to resources is subject to the role of an employee. Password complexity and minimum key lengths are enforced for all identities. Multi-factor authentication is leveraged for employee access to all systems where supported.

Vendor continuously monitors its systems as well as the underlying infrastructure for suspicious activity. All systems generate security and operational logs, which are forwarded to the centralized logging system and monitored for anomalous activity that generates alerts for further investigation.

Physical:

Vendor is headquartered in the Haymarket District of Lincoln, Nebraska, with additional offices currently in Omaha, Nebraska; London, United Kingdom; Sydney, Australia; Barcelona, Spain; Den Bosch, Netherlands; Lexington, KY; Chiavari, Italy; Pune, India and Mumbai, India. Office locations are secured 24 hours a day, 365 days a year, with access solutions that restrict onsite and specific room access to personnel authorized based on their job function. Access is logged and available to support incident investigation if required, including staffed reception desks and video surveillance.

Vendor services and data are powered by AWS. Protected Data is primarily stored in AWS's US-East (North Virginia) "us-east-1" region. Videos are stored within Amazon regions close to the uploading origin. While most of Vendor's infrastructure is located in the United States of America, there are AWS locations utilized inside the E.U. Amazon restricts physical access to people who need to be at a certain location at any time. Employees and vendors who have a need to be present at a data center must first apply for access and provide a valid business justification. The request is reviewed by designated personnel, including an area access manager. If access is granted, it is revoked once necessary work is completed.

- (c) Vendor will comply with all obligations set forth in the "Supplemental Information about the MLSA", below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows:

Training is provided to new hires initially and on an ongoing basis on the confidentiality of customer and other sensitive information.

Vendor has an internal tool that allows employees to encrypt sensitive messages sent between employees at Vendor. Employees have password-protected laptops.

- (e) Vendor will utilize subcontractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to enter into written agreements whereby subcontractors agree to secure and protect Protected Data in a manner consistent with the terms of the MLSA.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data in Vendor's possession, including identifying Breaches and Unauthorized Disclosures, and Vendor will provide

prompt notification of any confirmed Breaches or Unauthorized Disclosures of Protected Data in accordance with this Data Sharing and Confidentiality Agreement.

- (g) Vendor will implement procedures for the return, transition, deletion, and/or destruction of Protected Data upon Participating Educational Agency's written request, as more fully described in "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations.** Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to Protected Data to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA or the Organization Terms.
- (c) Not use Protected Data for any purposes other than those explicitly authorized in the MLSA, this Data Sharing and Confidentiality Agreement, or the Organization Terms.
- (d) Not disclose any Personally Identifiable Information to any other party, except to carry out Vendor's obligations under the MLSA, this Data Sharing and Confidentiality Agreement, or the Organization Terms, unless:
 - (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to the Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order; or
 - (iii) the disclosure is permitted by the Organization Terms, the MLSA, or this Data Sharing and Confidentiality Agreement; or
 - (iv) the Participating Educational Agency has directed such disclosure; or
 - (v) the disclosure is of aggregate summaries of de-identified data or to a subcontractor of Vendor.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Student Data in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in "Supplemental Information about the MLSA," below;
- (g) Provide notification to Customer and Participating Educational Agencies, to the extent required by applicable law, and in accordance with this Data Sharing and Confidentiality Agreement of any confirmed Breach of security resulting in an Unauthorized Release of Protected Data in Vendor's possession by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein; and
- (h) Where required by applicable law, reimburse Customer, another BOCES, or a Participating Educational Agency for the required cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a Breach of Unauthorized Release of Protected Data attributed to Vendor or its subcontractors or assignees, only to the extent that such actions are not already performed by Vendor as part of its security breach response process.

6. Notification of Breach and Unauthorized Release

- (a) Vendor shall promptly notify Customer of any Breach or Unauthorized Release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has confirmed the Breach or Unauthorized Release.
- (b) Vendor will cooperate with Customer and provide as much information as possible directly to Customer about the Breach or Unauthorized Release, including but not limited to, to the extent known by Vendor: a description of the incident, the date of the incident (or an estimated date of the incident, or the date range), a description of the types of Personally Identifiable Information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (c) Vendor acknowledges that upon notification from Vendor of a Breach or Unauthorized Release of Student Data, Customer, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Customer, Vendor will promptly inform Customer.
- (d) Vendor will consult directly with Customer prior to providing any further notice of the Breach or Unauthorized Release (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

Attachment

This Attachment is incorporated into the Master License and Service Agreement (“MLSA”) by and between Agile Sports Technologies, Inc. (“Vendor”) and Greater Southern Tier BOCES (“Customer”) dated effective as of July 1, 2025. The MLSA includes Exhibit B - Data Sharing And Confidentiality Agreement. This is an Attachment to Exhibit B of the MLSA. In the event this Attachment or BOCES Parents Bill of Rights signed by Vendor conflicts with the rest of Exhibit B to the MLSA (exclusive of this Attachment or BOCES Parents Bill of Rights), the rest of Exhibit B shall supersede. In the event Vendor signs BOCES Parents Bill of Rights, it shall be incorporated into the Data Sharing And Confidentiality Agreement by this reference.

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

For Hudl Services

In accordance with New York State Education Law Section 2-d, the Greater Southern Tier BOCES (“BOCES”) hereby sets forth the following Parents Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians, with respect to Services of Agile Sports Technologies, Inc. dba Hudl (“Vendor”). “Services” of Vendor include Hudl products and services, including software and hardware, for use by sports teams for coaching, performance analysis, sport analysis, public game livestreaming, public game event ticketing, recruiting facilitation, and athlete promotion, as described in the Hudl Organization Terms of Service, available at www.hudl.com/eula. The Services do not include any Hudl products and services used by fans of sports teams and fans, viewers, and attendees of athletic and other events.

1. New York State Education Law Section 2-d (“Section 2-d”) and the Family Educational Rights and Privacy Act (“FERPA”) protect the confidentiality of personally identifiable information. Section 2-d and FERPA assure the confidentiality of records with respect to “third parties,” and provides parents with the right to consent to disclosures of personally identifiable information contained in their child’s education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the BOCES will, upon request of parents, legal guardians or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll. An eligible student is a student who has reached 18 years of age or attends a postsecondary institution.
2. A student’s personally identifiable information cannot be sold or released for any commercial or marketing purposes, other than as part of the Services provided by Vendor as permitted in the Hudl Organization Terms of Service, available at <https://www.hudl.com/eula> and for Recruit (defined below). Personally identifiable information in a student athlete’s profile on the Services may be disclosed or provided to verified recruiters, provided such disclosure or provision of profile data is consistent with the student athlete’s profile settings and the student athlete has opted in to the sharing (“Recruit”).
3. Personally identifiable information includes, but is not limited to, the following provided to Vendor through the Services:
 - a. The student’s name;
 - b. The name of the student’s parent or other family members;
 - c. The address of the student or student’s family;

- d. A personal identifier, such as the student’s social security number, student number, or biometric record;
 - e. Other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name;
 - f. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - g. Information requested by a person who the BOCES reasonably believes knows the identity of the student to whom the education record relates. Personally identifiable information does not include video of or statistics or data related to publicly performed sporting events or public profile data on the Services.
4. In accordance with FERPA, Section 2-d and BOCES’ policies, parents and legal guardians have the right to inspect and review the complete contents of their child’s education record.
 5. BOCES has the following safeguards in place: Encryption, firewalls and password protection, which must be in place when data is stored or transferred.
 6. New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review at the following links or can be obtained by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234:

http://www.p12.nysed.gov/irs/data_reporting.html <http://data.nysed.gov/>
<http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.pdf>
 7. Eligible students, parents and legal guardians have the right to have complaints about possible breaches of student data addressed. A written complaint may be submitted to the Chief Privacy Officer of the New York State Education Department using the form available at <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure> or writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

BY THE VENDOR:

By: 

Title: Sales Manager

Date: 10/29/2025

SUPPLEMENTAL INFORMATION

ABOUT THE MLSA

Exclusive Purpose for which Protected Data will be Used:

Vendor will use Protected Data exclusively for the Products and as specified in the MLSA, the Data Sharing and Confidentiality Agreement, and Organization Terms.

Oversight of Subcontractors:

Vendor will ensure that its subcontractors, assignees, or other authorized agents abide by the provisions of the MLSA and Data Sharing and Confidentiality Agreement by entering into written agreements whereby employees and subcontractors agree to secure and protect Protected Data in a manner consistent with the terms of such agreements.

Duration of MLSA and Protected Data Upon Expiration:

The period of the Data Sharing and Confidentiality Agreement and Parents Bill of Rights will coincide with the term of the MLSA. Upon written request, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors. Upon written request, Vendor and/or its subcontractors, assignees, or other authorized agents will provide a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data:

Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections:

Where required by applicable law, Protected Data will be stored in a secure data center facility located within the United States. Vendor will provide a list of the locations where Protected Data is stored upon request. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data:

Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

EXHIBIT C – BOCES Sign-on Form

AGREEMENT TO TERMS

Agile Sports Technologies, Inc. (“Vendor”) and Greater Southern Tier BOCES (“Customer”) entered into the Master License and Service Agreement dated effective July 1, 2025 (the “MLSA”) under which Vendor has agreed to provide and Customer agrees to pay for certain Products to Customer and/or Customer’s authorized participating school districts and/or other educational institutions that elect to receive, use, or purchase the Products (“Participants”). The Participant identified below desires to participate under the MLSA. This Agreement to Terms (“Participant Agreement”) demonstrates Participant’s intent to be bound by the terms and conditions of the MLSA.

Customer responds to program requests and initiatives from the New York State Education Department, and/or Participants and determines educational needs that would be most efficiently and cost effectively met on a regional, cooperative basis (the “Program”). Under the Program, Customer will pay for eligible Participants to utilize Vendor’s Products for its eligible students. Participants must follow Customer’s procedures to sign up and pay for the Products.

Pursuant to the MLSA, Vendor has granted Customer and its Participants the right to use certain Licensed Products in accordance with the terms of the MLSA. Participant identified below has elected to participate in the Program.

Participating School District Name	Street	City, State & Zip			Phone
School/District Name	Shipping Street	City	State	Zip/Postal Code	Account Phone
Site Contact Name		Site Contact Title		Site Contact Email	

Accordingly, Participant agrees as follows:

1. The capitalized terms in this Participant Agreement that are not defined herein shall refer to and have the same meaning as the capitalized terms in the MLSA.
2. That Participant is hereby bound by the terms and conditions of the MLSA as a Licensee, including, but not limited to, the Organization Terms and all other applicable Exhibits to the MLSA, and this Participant Agreement, and shall participate in the MLSA as a Licensee. The Participant shall be deemed an “Organization” for purposes of the Organization Terms and the Products used or purchased by the Participant shall be deemed “Products” for purposes of the Organization Terms.
3. That Participant is responsible for complying with the requirements of New York Education Law Section 2-d and its implementing regulations, Part 121 of the Commissioner’s Regulations, as such are applicable to the MLSA, including but not limited to receiving, investigating, and responding to parent complaints.
4. That the Products available to Customer and Participant, as set forth in the MLSA, are limited to the

Products ordered by Customer and Participant.

5. Subject to the terms of the MLSA, that Participant agrees to receive the Products selected by it and as set forth in the MLSA. Participant shall be responsible for its use of and access to any and all Products received by it pursuant to the MLSA.
6. This Participant Agreement shall become effective on the date the Participant signs the Participant Agreement and shall be coterminous with the MLSA. Any changes to the MLSA, the Products, the descriptions of Products and/or pricing agreed to between Vendor and Customer shall automatically be included in this Participant Agreement without the requirement for an amendment.
7. Participant represents and warrants (a) that it has the requisite authority to execute this Participant Agreement; and (b) that the individual(s) signing the Participant Agreement on behalf of such party is (are) authorized to do so. Participant may and hereby does bind itself to the terms and conditions of the MLSA, including without limitation, the Organization Terms and all applicable Exhibits to the MLSA.

Execution of this Participant Agreement shall have no effect on the enforceability of the MLSA in accordance with its terms.

PARTICIPANT

(District): _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D – Recruit Participation

Included at no additional cost in every Hudl subscription is an expanded athlete recruiting profile. Athletes must opt in to recruiting and allow their Hudl profile to be viewed by registered recruiters (verified collegiate athletic recruiters and coaches). Additionally, via the Hudl platform, team admins control whether team highlights and athlete profiles are publicly viewable or if they may be viewable only by team members. Such use of the Hudl platform is governed by the Organization Terms.

EXHIBIT E – Training

Explanation of Training

Initial Training for New Athletic Department Packages

Kick-Off Call with Dedicated Customer Success Manager

- Determine training schedule
- Identify key areas to be included in training session
- Assist with schedule and roster setup

Online Customer Success Training (CST)

- 30-60 min online trainings available upon request led by a Customer Success Manager
- Ad-hoc trainings available for coaches and teams new to Hudl
- [Product and Service specific tutorials for all provided hardware and software](#)

Continued Training for Renewal Customers

Available upon Request

- Ad-hoc trainings and online product demos via Zoom
- Engagement and Usage Reports
- Dedicated training and implementation of new products and services
- Ticketing and Streaming Metrics

Continued Support, Training, and Tutorials (Online)

Hudl Support

- [Product and Service Specific Support](#)
- [24/7 Chatbot and Email](#)

Hudl Support Expert Chats

- Schedule one-on-one trainings with a Hudl Support team member
- [Hudl Expert Chat](#)

Hudl Online Classes

- Wide variety of online tutorials ranging from beginner to advanced
- [Hudl Classes](#)

Hudl Youtube Training

- Wide variety of online tutorials, training, and product support
- [Hudl Youtube](#)