

AGILE SPORTS TECHNOLOGIES, INC. DBA HUDL (“HUDL”)

TERMS OF SERVICE REPORT (AB 587) FOR SUBMISSION TO STATE OF CALIFORNIA

At <https://oag.ca.gov/node/add/terms-of-service-submission>

PREPARED DECEMBER 22, 2023

1. The current version of the platform’s terms of service.

Hudl’s terms of service can be found at <https://www.hudl.com/terms> (“Hudl Site Terms”), <https://www.hudl.com/acceptable-use-policy> (“Acceptable Use Policy”), <https://www.hudl.com/eula> (“Organization Terms of Service”), and <https://www.hudl.com/legal/agreements/master-subscription> (“MSA”). Hudl’s team and coaching tools and services are subscribed to by organizations for use by their authorized users. Organizations agree to either the Organization Terms of Service or the MSA, depending on their level of sport. Organizations are responsible for their authorized users’ compliance with the terms of service. The Hudl Site Terms, which includes the Acceptable Use Policy, apply to all users of the Hudl platform. The Hudl Site Terms and Acceptable Use Policy are attached.

2. A complete and detailed description of any changes to the terms of service since the company’s previous report. This item is therefore not necessary for the first report regarding any given social media platform.

Not applicable.

3. A statement of whether the current version of the terms of service defines each of the following categories of content, and, if so, the definitions of those categories, including any subcategories (collectively, the “Covered Content Categories”): (A) Hate speech or racism; (B) Extremism or radicalization; (C) Disinformation or misinformation; (D) Harassment; and (E) Foreign political interference.

Hudl’s terms of service do not specifically define the Covered Content Categories but do have restrictions on the use of the platform that would prohibit the use of the platform to share most content included in the Covered Content Categories.

For example, Hudl’s Acceptable Use Policy states:

“You may use the Hudl Site and Products only for lawful purposes. ...

Do Not:

- ...
- use the Hudl Site or Products in any way that violates any applicable federal, state, local or international law or regulation (including, but not limited to, any laws regarding the export of data or software to and from the United States or other countries) or to promote illegal activity;
- ...
- use the Hudl Site or Products to engage in activity, or display, store, process, or transmit material, that incites or encourages violence or hatred against individuals or groups;
- ...

- impersonate any person or entity, including, but not limited to, a Hudl employee, a Hudl customer, any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, customer, or entity;
- ...
- use the Hudl Site or Products to send altered, deceptive, or false source-identifying information, including, but not limited to, spoofing or phishing;...”

4. A detailed description of the company’s content moderation practices for that platform, including the following:

- **(A) Any existing policies intended to address the Covered Content Categories;**

Hudl’s Acceptable Use Policy and other terms of service guide how Hudl handles content that may fall into the Covered Content Categories.

- **(B) How automated content moderation systems enforce the platform’s terms of service and when these systems involve human review;**

Hudl does not currently have any automated content moderation systems to enforce the terms of service as they relate to the Covered Content Categories.

- **(C) How the company responds to user reports of violations of the terms of service;**

Hudl’s Acceptable Use Policy provides a process for a user to report a violation of the Acceptable Use Policy and describes how Hudl may respond. Hudl’s support team receives and processes these reports.

- **(D) How the company removes individual pieces of content, users, or groups that violate the terms of service, or takes broader action against individual users or against groups of users that violate the terms of service;**

This is handled on a case by case basis in accordance with Hudl’s terms of service described above. Hudl’s Acceptable Use Policy states the following:

“Violations. Hudl reserves the right to take any action it determines in its sole discretion to be appropriate if it believes this AUP has been violated (or if it believes any content violates this AUP), which action could include, without limitation, removing or disabling access to content, suspending access to the Products, terminating an account, taking appropriate legal action, disclosing your identity or information about you to any third party who claims that material posted by you violates their rights (including their intellectual property rights), or other action. Hudl has the right, but not the obligation, in its sole discretion to remove any content that Hudl believes violates your signed agreement with Hudl, this AUP, applicable law, or is otherwise objectionable.”

- **(E) The languages in which the social media platform does not make terms of service available, but does offer product features, including, but not limited to, menus and prompts;**

This is not applicable.

5. The details described at (A) below, disaggregated into the categories at (B) below.

Note: All responses below are for the following period: July 1, 2023 – September 30, 2023

- (A) Information on content that the company flagged as content belonging to any of the Covered Content Categories, including all of the following:
 - i. The total number of flagged items of content;
 - Response: 2 items of content
 - ii. The total number of actioned items of content (“actioned” means that the company took some form of action due to a suspected or confirmed violation of the terms of service, such as removal, demonetization, deprioritization or banning of the relevant user or content);
 - Response: 1 actioned item
 - iii. The total number of actioned items of content that resulted in the company taking action against the user or group of users responsible for the content.
 - Response: 0 actioned items
 - iv. The total number of actioned items of content that the company removed, demonetized, or deprioritized.
 - Response: 1 actioned item
 - v. The number of times actioned items of content were viewed by users.
 - Response: Unknown but believed to be limited due to circumstances
 - vi. The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.
 - Response: Unknown but believed to be limited due to circumstances
 - vii. The number of times users appealed the company’s actions taken on that platform and the number of reversals of company actions on appeal, disaggregated by each type of action.
 - Response: 0 times
- (B) The information listed under (A) above must be disaggregated into the following categories:
 - i. The category of content, including any relevant Covered Content Categories.
 - Response: The Covered Content Category primarily involved was “hate speech or racism”.
 - ii. The type of content, such as posts, comments, messages, profiles of users, or groups of users.
 - Response:
 - 1 item of content was a video of a public sports game that captured audio with the flagged statements
 - 1 item of content was in-product messages that contained the flagged statements (believed to be sent by a hacked user account)
 - iii. The type of media of the content, such as text, images, and videos.
 - Response:
 - 1 item of content was a video

- 1 item of content was text
- iv. How the content was flagged, such as whether the content was flagged by company employees or contractors, AI software, community moderators, civil society partners, or users.
 - Response: All items of content were flagged by users of the platform
- v. How the content was actioned, such as whether the content was actioned by company employees or contractors, AI software, community moderators, civil society partners, or users.
 - Response:
 - For the item of content that related to in-product messages, the messages were deleted from the platform

Hudl Site Terms and Acceptable Use Policy

[attached]

Hudl Site Terms

Welcome to Hudl's website. These Hudl Site Terms apply to the Hudl website located at www.hudl.com, and all associated sites and applications owned by Hudl and its affiliates (collectively, the "**Hudl Site**"). Agile Sports Technologies, Inc. dba Hudl and/or its affiliates ("**Hudl**") provides the Hudl Site to you subject to the following terms of use ("**Site Terms**"). **By visiting the Hudl Site, you accept the Site Terms.** Please read them carefully. In addition, when you use any current or future Hudl products, services, applications, content, or other materials, you will also be subject to the applicable signed agreement with Hudl governing your use of Hudl's services and products (the "**Hudl Agreement**").

1. PRIVACY

Please review [Hudl's Privacy Policy](#), which also governs your visit to the Hudl Site, to understand Hudl's practices with respect to your personal information.

2. ELECTRONIC COMMUNICATIONS

When you visit the Hudl Site or send emails, feedback, or chats to Hudl, you are communicating with Hudl electronically. You consent to receive communications from Hudl electronically. Hudl will communicate with you by email or by posting notices on the Hudl Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Any feedback you provide at this Hudl Site will be deemed non-confidential. Hudl will be free to use such feedback on an unrestricted basis.

3. HUDL INTELLECTUAL PROPERTY

The Hudl Site and the Hudl products and services available on or through the Hudl Site, as well as all content included on the Hudl Site, such as text, graphics, logos, button icons, images, audio clips, video, digital downloads, data compilations, and software, (together, "**Hudl Intellectual Property**") are the property of Hudl or its content providers and is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property laws. Without limiting the foregoing, Agile Sports Technologies, Hudl, the Hudl logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Hudl, protected under U.S. and international law, and may not be used without Hudl's prior written permission. Other parties' trademarks used, depicted, or identified on the Hudl Site are the property of their respective owners, used here by permission, and may be registered in one or more countries. Use on the Hudl Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply Hudl's affiliation with or endorsement of that party, or that party's sponsorship or endorsement of Hudl and their products or services.

4. LICENSE AND SITE ACCESS

4.1. Hudl grants you a limited license to access and make personal use of the Hudl Site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Hudl. This license does not include any resale or commercial use of the Hudl Site or its contents; any derivative use of the Hudl Site or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. Unless

otherwise specified by Hudl in a separate license, your right to use any software, data, documentation, or other materials that you access or download through the Hudl Site is subject to these Site Terms or, if you have a Hudl account, the applicable Hudl Agreement.

4.2. The Hudl Site or any portion of the Hudl Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Hudl. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Hudl without express written consent. You may not use any meta tags or any other “hidden text” utilizing Hudl’s name or trademarks without the express written consent of Hudl. Any unauthorized use terminates the permission or license granted by Hudl. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Hudl Site, so long as the link does not portray Hudl, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Hudl logo or other proprietary graphic or trademark as part of the link without express written permission of Hudl.

4.3. Hudl reserves the right to withdraw or amend the Hudl Site, and any service or material we provide on the Hudl Site, in Hudl’s sole discretion without notice. Hudl will not be liable if for any reason all or any part of the Hudl Site is unavailable at any time or for any period. From time to time, Hudl may restrict access to some parts of the Hudl Site, or the entire Hudl Site, to users, including registered users. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works of the Hudl Site or any portion of the Hudl Site.

4.4. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Hudl Site in breach of the Site Terms, your right to use the Hudl Site will stop immediately and you must, at Hudl’s option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Hudl Site or any content on the Hudl Site is transferred to you, and all rights not expressly granted are reserved by Hudl (or its licensors). Any use of the Hudl Site not expressly permitted by these Site Terms is a breach of these Site Terms and may violate copyright, trademark, and other laws.

5. ACCEPTABLE USE POLICY

By accessing the Hudl Site, you agree to comply with [Hudl’s Acceptable Use Policy](#).

6. LINKS TO OTHER SITES

The Hudl Site contains links to web sites not operated or maintained by Hudl. These links are provided solely as a convenience to you and not as an endorsement by Hudl of the contents of such third-party web sites. Hudl 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 Hudl regarding the inclusion of links to outside web sites or your use of those web sites. By using functionality available on the Hudl Site that facilitates livestreaming through YouTube, you agree to be bound by YouTube’s Terms of Service (<https://www.youtube.com/t/terms>).

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE HUDL SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HUDL SITE ARE PROVIDED BY HUDL ON AN “AS IS” AND “AS AVAILABLE”

BASIS. HUDL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS HUDL SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HUDL SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE HUDL SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HUDL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. HUDL DOES NOT WARRANT THAT THIS HUDL SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HUDL SITE; ITS SERVERS; OR E- MAIL SENT FROM HUDL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HUDL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE HUDL SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE HUDL SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

8. APPLICABLE LAW

By visiting the Hudl Site, you agree that the laws of the state of Nebraska, without regard to principles of conflict of laws and not including any provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, will govern these Site Terms and any dispute of any sort that may arise between you and Hudl.

9. DISPUTES

Any dispute relating in any way to your visit to the Hudl Site or to services provided by Hudl or through the Hudl Site shall be adjudicated exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, Hudl shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief.

10. NCAA REGULATIONS/OTHER REGULATIONS

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

11. MODIFICATION, SEVERABILITY, WAIVER, ASSIGNMENT, AND ENTIRE AGREEMENT

11.1. Hudl reserves the right to make changes to the Hudl Site, policies, and these Site Terms at any time. By continuing to use or access the Hudl Site after these Site Terms have changed, you indicate your agreement to the revised Site Terms. If you do not agree to the changes, you should stop using or accessing the Hudl Site.

11.2. Should any provision of these Site Terms be found unenforceable, wherever possible this will not affect any other provision, and each will remain in full force and effect. Hudl's failure to expressly enforce any provision of these Site Terms does not waive its rights to enforce that or any other provision.

11.3. Hudl may assign, transfer, or delegate these Site Terms or any right or obligation or remedy hereunder (in whole or in part) in its sole discretion. You may not assign, transfer, or delegate these Site Terms or any right or obligation or remedy hereunder (in whole or in part), without Hudl's prior written consent.

11.4. These Site Terms, Hudl's Privacy Policy, Hudl's Acceptable Use Policy, and any other agreement between you and Hudl (including your Hudl Agreement, where applicable) constitute the sole and entire agreement between you and Hudl regarding the Hudl Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Hudl Site.

12. 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.

13. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

The Acceptable Use Policy describes the procedure for making claims of copyright infringement.

14. OPERATOR

This website is operated by Agile Sports Technologies, Inc. dba Hudl, with a business address of 600 P Street, Suite 400, Lincoln, NE 68508.

Updated 29 Mar 2023

Acceptable Use Policy

This Acceptable Use Policy (“**AUP**”) governs your use of the Hudl website located at www.hudl.com and all other websites operated by Hudl and its affiliates (each, a “**Hudl Site**”), and the services, software, applications and hardware (collectively, the “**Products**”) provided to you or your organization by Agile Sports Technologies, Inc. dba Hudl and its affiliates (collectively, “**Hudl**”). Hudl may modify this AUP by posting a revised version on the Hudl Site and such revised version will be effective upon posting. By using the Products or accessing the Hudl Site, you agree to the latest version of this AUP.

This AUP sets out a non-comprehensive list of unacceptable conduct with respect to the Hudl Site and Products.

You may use the Hudl Site and Products only for lawful purposes. If you are a customer of Hudl, the term “you” includes customer’s players, analysts, employees, members of its coaching staff, team officials, students and/or any other person designated and engaged by customer to have access to and use the Products (“**Authorized Users**”). You are responsible for your Authorized Users’ compliance with this AUP.

Do Not:

- permit any third party that is not an Authorized User to access or use a username or password for the Hudl Site or Products;
- share, transfer or otherwise provide access to an account on the Hudl Site or Products designated for you to another person;
- use the Products or Hudl Site to store, display, process, or transmit any content that may infringe upon, violate, or misappropriate a third party’s trademark, copyright, or other intellectual property or proprietary right, including, but not limited to, rights or publicity or privacy, or that may be tortious or unlawful;
- use the Hudl Site or Products in any way that violates any applicable federal, state, local or international law or regulation (including, but not limited to, any laws regarding the export of data or software to and from the United States or other countries) or to promote illegal activity;
- upload to, or transmit from, the Products or Hudl Site any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or code or a technology that unlawfully accesses or downloads content or information stored within or accessible through the Hudl Site, Products, or hardware of Hudl or any third party;
- attempt to decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Hudl Site or Products (including any mechanism used to restrict or control the functionality of the Products or Hudl Site), any third party use of the Products or Hudl Site, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorized access to the Hudl Site, Products or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Products or Hudl Site;

- access the Products or Hudl Site to build a similar or competitive product or service, to copy any ideas, features, functions, user interfaces, or graphics of the Products or Hudl Site, or to copy or download any documents, content, information, images, videos, photos, or other material available on or through the Products or the Hudl Site except to the extent expressly authorized by a written agreement with Hudl;
- use any robot, spider, or other automatic device, process, or means to access the Hudl Site or Products for any purpose, including, but not limited to, monitoring or copying any of the material on the Hudl Site or Products;
- use the Products or Hudl Site in any manner that may harm or exploit minors or targets people under the age of thirteen;
- use the Products or Hudl Site to publish, display, process, share, or store materials that constitute child sexually exploitative material (including, but not limited to, material which may not be illegal child sexual abuse material, but which nonetheless sexually exploits or promotes the sexual exploitation of minors), pornography, or are otherwise obscene, indecent, or objectionable;
- use the Hudl Site or Products to publish, display, process, share, or store materials related to illegal drugs or paraphernalia;
- use the Hudl Site or Products to engage in activity, or display, store, process, or transmit material, that incites or encourages violence or hatred against individuals or groups;
- remove any copyright, trademark, or other proprietary rights notice contained in or on the Hudl Site or Products or in any materials available from the Hudl Site or Products;
- impersonate any person or entity, including, but not limited to, a Hudl employee, a Hudl customer, any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, customer, or entity;
- use the Products or the Hudl Site to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) or person(s); restricted by applicable export and import control laws and regulations including but not limited to the Export Administration Regulations (codified at 15 C.F.R. §§ 730-774) promulgated by the Bureau of Industry and Security of the U.S. Commerce Department.
- access, search, or create accounts for the Products or the Hudl Site by any means other than Hudl's publicly supported interfaces or other authorized interfaces (for example, scraping or creating accounts in bulk); use the Hudl Site or Products to send unsolicited communications (including spam), promotions or advertisements;
- use the Hudl Site or Products to send altered, deceptive, or false source-identifying information, including, but not limited to, spoofing or phishing;
- place any advertisements within a Product or the Hudl Site except to the extent expressly permitted by your signed agreement with Hudl;
- use the Hudl Site or Products to abuse promotions, including, but not limited to, sweepstakes and giveaways;
- sublicense, resell, time share or similarly exploit the Products or the Hudl Site;
- use contact or other user information obtained from the Products or the Hudl Site (including, but not limited to, names, phone numbers, addresses, and email addresses) to contact Authorized Users or third parties without their express permission or authority or to create or distribute

mailing lists or other collections of contact or user profile information for third parties for use outside of the Products or Hudl Site;

- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Hudl Site or Products, or which, as determined by Hudl, may harm Hudl or users of the Hudl Site or Products, or expose them to liability or otherwise attempt to interfere with the proper working of the Hudl Sites and/or Products; or
- authorize, permit, enable, induce, or encourage any third party to do any of the above.

Streaming. By using functionality available on the Hudl Site that facilitates livestreaming through YouTube, you agree to be bound by YouTube's Terms of Service (<https://www.youtube.com/t/terms>).

Reporting of Violations. To report any violation of this AUP, please contact Hudl at support@hudl.com, making sure to include as much identifying information as possible. Please note that Hudl will not open any attachments, nor will Hudl respond to spam or to reports that contain offensive or vulgar language.

Violations. Hudl reserves the right to take any action it determines in its sole discretion to be appropriate if it believes this AUP has been violated (or if it believes any content violates this AUP), which action could include, without limitation, removing or disabling access to content, suspending access to the Products, terminating an account, taking appropriate legal action, disclosing your identity or information about you to any third party who claims that material posted by you violates their rights (including their intellectual property rights), or other action. Hudl has the right, but not the obligation, in its sole discretion to remove any content that Hudl believes violates your signed agreement with Hudl, this AUP, applicable law, or is otherwise objectionable.

Without limiting the foregoing, Hudl has the right to cooperate fully with any law enforcement authorities or court order requesting or directing Hudl to disclose the identity or other information of anyone posting any materials on or through the Hudl Site. YOU WAIVE AND HOLD HARMLESS HUDL FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HUDL DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY HUDL OR LAW ENFORCEMENT AUTHORITIES AS THEY RELATE TO THIS AUP. However, Hudl does not review material before it is posted on the Hudl Site or Products and cannot ensure immediate removal of objectionable material after it has been posted. Accordingly, Hudl assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any Authorized User or third party. Hudl has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Subpoenas. For information regarding serving a subpoena on Hudl, please contact Hudl legal at legal@hudl.com.

Notice and Procedure For Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement and such allegedly infringing materials are accessible on or from the Hudl Site or Products, you may request removal of such materials (or access to them) from the Hudl Site or Products by providing Hudl's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Hudl that your copyrighted material has been infringed.

- An electronic or physical signature of the owner of the copyright interest or a person authorized to act on behalf of the owner of the copyright interest;

- Identification of the copyrighted work claimed to have been infringed (or, if the claim involves multiple works on the Hudl Site or Products, a representative list of such works);
- Identification of the material that you claim is infringing in a sufficiently precise manner to allow us to locate such materials on the Hudl Site or Products;
- Your name, postal address, telephone number and, if available, email address;
- A 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;
- A statement by you that the information in this notice is accurate; and
- A statement by you, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Hudl's designated copyright agent ("**Copyright Agent**") to receive notifications of claimed copyright infringement is Copyright Manager, Agile Sports Technologies, Inc. dba Hudl, who may be contacted by email at legal@hudl.com or by mail at 600 P Street, Suite 400, Lincoln, NE 68508 or by phone at 402-817-0063.

If you fail to comply with all the above requirements, your notice to Hudl may not be effective.

It is Hudl's policy in appropriate circumstances to disable or terminate the accounts of customers who Hudl suspects are repeatedly infringing copyrights.

If you believe that the work 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 allegedly infringing work you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the work that has been removed or to which access has been disabled and the location at which the work appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the work was removed or disabled because of a mistake or a misidentification of the work;
- Your name, address, telephone number and, if applicable, e-mail address; and
- A statement that you consent to the jurisdiction of Federal District Court in Nebraska and a statement that you will accept service of process from the person who provided notification of the alleged infringement (or an agent of such person).

If a counter-notice is received by the Copyright Agent, Hudl 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 work or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the provider or user of the work, the removed work may be replaced or access to it restored.

Updated 29 Mar 2023