



CALIFORNIA TERMS OF SERVICE REPORT

Submitted by: Agile Sports Technologies, Inc. DBA Hudl (“Hudl”)

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

Period Covered: October 1, 2023 – December 31, 2023

Date Submitted: April 1, 2024

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1. Hudl's Terms of Service

Hudl's terms of service include the Hudl Site Terms, available at <https://www.hudl.com/terms> ("Hudl Site Terms"), and Hudl's Acceptable Use Policy, available at <https://www.hudl.com/acceptable-use-policy> ("Acceptable Use Policy"). The Hudl Site Terms and Acceptable Use Policy apply to all users of the Hudl platform, including an organization customer's authorized users as well as fans who are not affiliated with organization customers of Hudl.

Hudl's team and coaching tools and services are subscribed to by organizations for use by their authorized users. For Hudl's organization customers, Hudl's terms of service also include either the Hudl Organization Terms of Service, available at www.hudl.com/eula ("Organization Terms of Service") or the Hudl Master Subscription Agreement, available at www.hudl.com/legal/agreements/master-subscription ("MSA"), depending on their level of sport. Organizations are responsible for their authorized users' compliance with Hudl's terms of service.

The Hudl Site Terms, Acceptable Use Policy, Organization Terms of Service, and MSA are all attached hereto in the Appendix.

2. Statement on Changes to Terms of Service

No changes occurred to Hudl's terms of service since Hudl's previous filing that was dated December 22, 2023, and submitted on December 23, 2023.

3. Statement on Covered Content Categories

This section provides Hudl's statement of whether the current version of Hudl's 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 Hudl platform that would prohibit the use of the platform to share most content included in the Covered Content Categories.

Specifically, Hudl's Acceptable Use Policy states:

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

Do Not:

- ...

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www.hudl.com
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Lincoln, NE 68508

- *use the Products or Hudl Site to store, display, process, or transmit any content ... 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;*
- ...
- *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;*
- ...
- *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. Statement on Hudl’s Content Moderation Practices

This section contains a detailed description of Hudl’s content moderation practices, including the following:

- Any existing policies intended to address the Covered Content Categories;
- How automated content moderation systems enforce the platform’s terms of service and when these systems involve human review;
- How the company responds to user reports of violations of the terms of service;
- 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; and

- 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.

Hudl's Acceptable Use Policy and Hudl's other terms of service listed above guide how Hudl handles content that may fall into the Covered Content Categories. Hudl does not currently have any automated content moderation systems to enforce Hudl's terms of service as they relate to the Covered Content Categories. When content is reported, it is reviewed by a human. 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. A Hudl platform user may also report a message within the Hudl platform by clicking on the report button. Hudl's support team most often receives and processes these reports. Hudl's legal team may review the reports. Hudl responds to content, users or groups that violate its terms of service related to Covered Content Categories on a case by case basis in accordance with Hudl's terms of service described above in Section 1. These responses may include deleting content or taking other appropriate action. Note that 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.”*

Hudl's prior report for Q3 of Calendar Year 2023 inadvertently stated that there were no 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. The Hudl platform uses a localization tool that translates product features into the following languages:

- Arabic
- Czech
- Danish
- German
- Greek
- Spanish
- Finnish
- French
- Croatian
- Hungarian
- Italian

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- Japanese
- Korean
- Dutch
- Polish
- Portuguese
- Russian
- Serbian
- Swedish
- Thai
- Turkish
- Chinese

However, the Hudl Site Terms, Acceptable Use Policy, and Organization Terms of Service are only available in English. The MSA is available in some of these additional languages.

5. Content Moderation Data

The table below shows information on content that Hudl flagged as content belonging to any of the Covered Content Categories. All responses below are for the following period: October 1, 2023 – December 31, 2023

Category of Content	Total number of flagged Items	Total number of actioned items	Total number of actioned items of content that resulted in the company taking action against the user responsible for content	Total number of actioned items of content that the company removed, demonetized, or deprioritized	Total number of times users appealed the company's actions taken on that platform and the number of reversals of company actions on appeal
Hate Speech or Racism	1	1	0	1	0
Extremism or Radicalization	0	0	0	0	0
Disinformation or Misinformation	0	0	0	0	0
Harassment	0	0	0	0	0
Foreign Political Interference	0	0	0	0	0
Aggregated Total	1	1	0	1	0

The table below shows information on number of times actioned content was viewed and shared, and total number of users that viewed it before it was actioned. All responses below are for the following period: October 1, 2023 – December 31, 2023

Category of Content	Total number of times actioned items of content were viewed by users	Total number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned
Hate Speech or Racism	Unknown but believed to be limited as it was an internal team message (direct message sent to team members)	Unknown but believed to be limited as it was an internal team message (direct message sent to team members)
Extremism or Radicalization	0	0
Disinformation or Misinformation	0	0
Harassment	0	0
Foreign Political Interference	0	0

The table below shows the disaggregation of the content identified in the tables above. All responses below are for the following period: October 1, 2023 – December 31, 2023

Category of Content	Type of content (such as: posts, comments, messages, profiles of users, or groups of users)	Type of media (such as: text, images, video)	How the content was flagged	How the content was actioned
Hate Speech or Racism	Messages: 1 item - an internal team message (direct message sent to team members) believed to be sent by a hacked user account	Text	Flagged by user of platform	Message was deleted by company employees
Extremism or Radicalization	0	N/A	N/A	N/A
Disinformation or Misinformation	0	N/A	N/A	N/A
Harassment	0	N/A	N/A	N/A

Foreign Political Interference	0	N/A	N/A	N/A
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6. Appendix

- a) **Hudl Site Terms**
- b) **Acceptable Use Policy**
- c) **Organization Terms of Service**
- d) **Master Subscription Agreement**



Log in ▾

Solutions ▾

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Company ▾

Search Teams & Athletes

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

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	Focus				
	Focus Indoor				
	Focus Outdoor				
	Focus Flex				
	Sideline				
	Replay				
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	Hudl TV				
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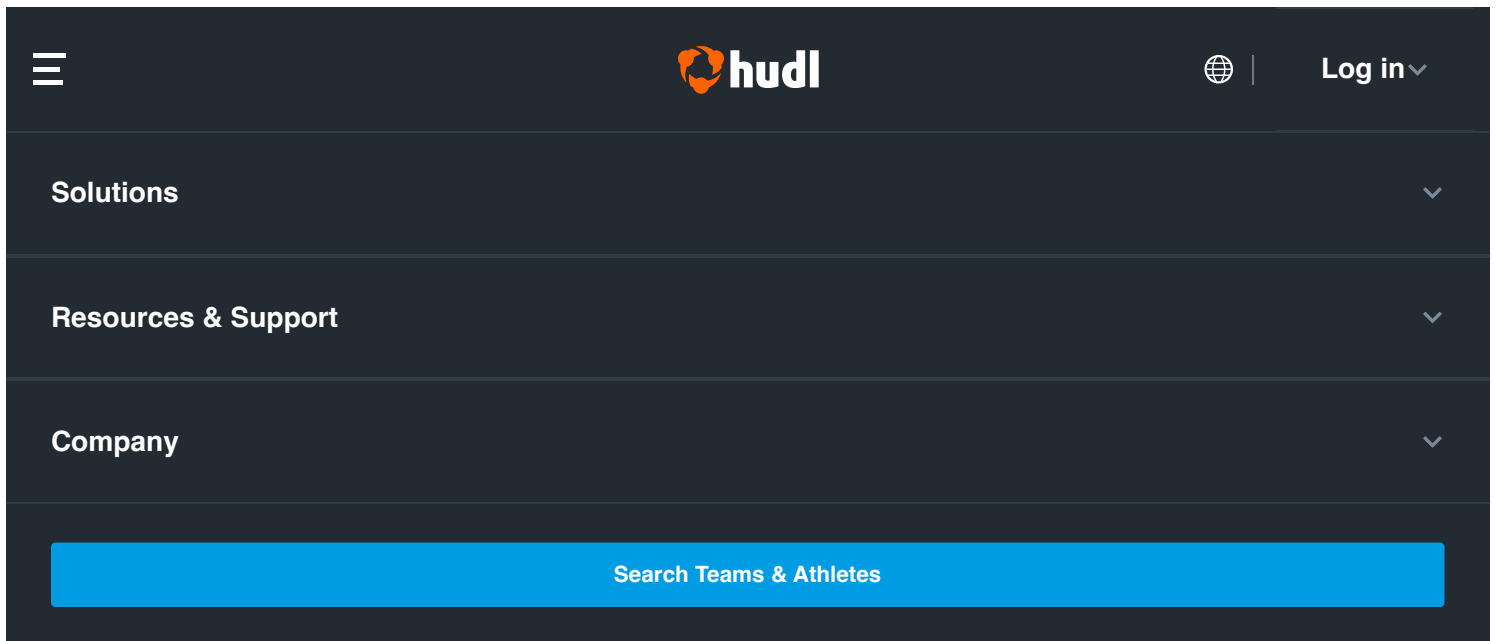
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English (United States) ▾





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 of 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





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Collegiate	Insight		Company News	Pay by Credit Card	
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Fan Engagement	Coda				
Youth Football	Wyscout				
Professional	Assist				
	Focus				
	Focus Indoor				
	Focus Outdoor				
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	Sideline				
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Organization Terms of Service

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

If you are not an Organization or Authorized User, the [Hudl Site Terms](#) describe and govern your use of and access to the Hudl Site. You are also subject to the AUP.

Capitalized terms used but not defined in context have the meaning given to them in Section 18.

The parties hereby agree as follows:

1. Products

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

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

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

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

2. Use of Products

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

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

2.3. Restrictions. Except to the extent expressly permitted by this Agreement, Organization will not and Organization will not allow its Authorized Users to, directly or indirectly (a) copy, modify, duplicate or create derivative works from, create improvements of, frame, mirror, republish, download, display, transmit or distribute all or any portion of any Product or Content in any form or media or by any means or attempt to do any of the foregoing; (b) rent, lease, lend, sell, sublicense, assign, distribute, display, disclose, publish, transfer or otherwise commercially exploit, or otherwise make available any Product or Content to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, or adapt any Product, in whole or in part, or otherwise attempt to derive or gain access to the Source Code of any Product, in whole or in part; (d) bypass or breach any security device or protection used by any Product or access or use the Products other than by an Authorized User using only the access credentials specifically allocated to that Authorized User; (e) input, upload, transmit or otherwise provide to or through the Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Products, Hudl's systems or Hudl's provision of services to any third party; (g) remove, delete, alter or obscure any trademarks or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights or other proprietary rights notices from any Products or any other Hudl materials, including any copy thereof and any Content; (h) access or use the Products or Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any Applicable Law; (i) use download acceleration tools, download management software, or otherwise abuse access to any Product in a way that strains or harms Hudl's systems; **(j)** broadcast, resell, publish, redistribute the Content or otherwise use or make the Content public or otherwise accessible by anyone other than Authorized Users; or (k) use the Content in any way other than for Organization's internal

organization use in the amateur sport industry, which may include scouting, education, coaching, tutorials, and/or sport analysis.

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

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

3. **Organization Data**

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

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

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

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

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

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

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

5. Video Sharing

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

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

6. Intellectual Property

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

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

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

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

7.2. Hudl Hardware

7.2.1. *Hudl Hardware Terms*. Any Hardware, other than Pilot Hardware, provided to Organization by Hudl is subject to the [Hudl Hardware Terms](#).

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

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

7.4. Hudl Ticket Terms. Organization may permit the purchase and use of Hudl Tickets through the Services, subject to Organization's agreement to the [Hudl Ticket Terms](#).

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

9. Notice and Procedure For Making Claims of Copyright Infringement

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

10. Payment

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

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

10.3. Suspension of Products and Acceleration. If any charge owing by Organization under this or any other agreement is more than fifteen (15) days overdue, Hudl may, without limiting its other rights and remedies and where permitted by Applicable Law, accelerate Organization's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and/or suspend access to the Products until such amounts are paid in full, provided that, Hudl will give Organization at least ten (10) days' prior notice that its account is overdue before suspending services to Organization.

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

11. Confidentiality

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

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

11.3. Use and Disclosure Restrictions. Neither party shall use the other party's Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement and shall not disclose such Confidential Information to any third party except to its Affiliates, employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement ("**Representatives**"), provided that each such Representative is subject to confidentiality obligations that are at least as protective as those set forth herein. Each party shall use commercially reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and

importance and shall be responsible for any of its Representatives' non-compliance with the terms of this Section 11. The foregoing obligations shall not restrict either party from disclosing the terms and conditions of this Agreement and/or any Confidential Information of the other party: (a) as required by Applicable Law, including applicable public record laws, provided that, to the extent permitted by Applicable Law, the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to its legal or financial advisors; (c) pursuant to any disclosure process, procedure or obligation under any securities exchange on which the capital stock of that party and/or any of its Affiliates may be listed from time to time; and/or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party, provided that each such party is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein.

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

12. Term and Termination

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

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

12.3. Effect of Termination. If Organization terminates this Agreement pursuant to Section 12.2, Hudl will refund Organization on a pro rata basis for any prepaid Fees for the remainder of the applicable Subscription Term, calculated from the effective date of termination. If Hudl terminates this Agreement pursuant to Section 12.2, Organization will

pay any unpaid Fees under any Order, which Fees shall become immediately due and payable, to the extent permitted by Applicable Law. In no event will Organization be relieved of its obligation to pay outstanding Fees for the period prior to the effective date of termination. Termination of this Agreement will also terminate all outstanding Orders hereunder without further notice. Upon termination, Organization shall immediately cease use of all Products and Content and Hudl may disable all Organization and Authorized User access to the Products.

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

13. **Warranties; Disclaimer**

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

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

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

14. Mutual Indemnification

14.1. Hudl's Indemnity. Hudl will defend Organization against any claim, demand, suit or proceeding made or brought against Organization by a third party alleging that the Services, Software, and/or Hudl Hardware (the "**Indemnified Products**") infringes, misappropriates, or otherwise violates such third party's intellectual property rights, and will indemnify Organization from any damages, attorney fees and costs finally awarded against Organization or agreed in settlement by Hudl resulting from such claim. If Organization's use of the Indemnified Products is, or in Hudl's opinion is likely to be, subject to an infringement claim, Hudl may, at its sole option and expense, either: (a) replace or modify such Indemnified Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for Organization the right to continue using the Indemnified Product(s) under the terms of this Agreement; or, if options (a) and (b) are not commercially reasonable, (c) terminate this Agreement or the applicable Order and refund to Organization the unused Fees that

Organization has prepaid for the applicable Indemnified Product(s). The foregoing indemnification obligation of Hudl will not apply to the extent the applicable claim is attributable to (1) the modification of the Indemnified Product by any party other than Hudl or if such modification is based on Organization's specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by Hudl; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) any Indemnified Product(s) provided as a free trial or under an Order or other agreement for which there is no charge.

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

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

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

15. Limitation of Liability

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

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

16. General

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

16.2. Export Controls. Organization understands that the Products may contain encryption technology controlled under U.S. export law, the export of which may require an export

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

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

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

16.5. Governing Law and Jurisdiction. Subject to Sections 17.1 or 17.2, as applicable, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Nebraska, except for its conflict of laws provisions. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Subject to Sections 17.1 or 17.2, as applicable, venue for all disputes arising under these Organization Terms shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts; provided, however, that Hudl shall have the right to commence and prosecute any legal or equitable action or proceeding before any other U.S. court of competent jurisdiction to obtain injunctive or other relief.

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

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

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

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

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

16.11. Entire Agreement. This Agreement, including the applicable Order(s), constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor onboarding process or web portal, or any other documentation authored and/or provided by Organization (excluding documents authored by Hudl) will be incorporated into or form any part of the Agreement unless agreed to by an authorized representative of Hudl in writing, and all such terms or conditions will be null and void. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by duly authorized representatives of both parties. If there is a conflict between the Organization Terms, an Order, and the Product Specific Terms, the following order of

precedence shall apply: (1) the applicable Order; (2) the Product Specific Terms, but only with respect to the Product governed by such Product Specific Terms; and (3) these Organization Terms.

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

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

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

17. Supplemental Terms

17.1. U.S. Government Organizations. The terms of this Section 17.1 apply only if Organization is a U.S. public or government entity (or use of the Platform is for the U.S. Government):

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

B. Governing Law, Venue, Publicity, and Indemnification. The sections in the Agreement addressing (i) governing law, (ii) venue, (iii) publicity, (iv) indemnification by Organization, and (v) limitation of liability are hereby waived to the extent they are prohibited by federal law. If Organization is prohibited by Organization's state law from indemnifying Hudl per the terms of this Agreement, then neither party shall have indemnification obligations under this Agreement. If Hudl is prohibited by Organization's state law from limiting its

liability per Section 15, then Section 15 shall not apply to either party and, unless prohibited by Organization's state law, Organization's liability to Hudl will not be limited.

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

17.3. Educational Organizations. If Organization is a school or educator in the United States, Organization is responsible for complying with the U.S. Family Educational Rights and Privacy Act ("**FERPA**") and any applicable state student data privacy laws. Organization shall at least (a) notify Athletes' parents/guardians of any personally identifiable information that it will collect and share with Hudl and, if necessary (b) obtain parental/guardian consent before its Athletes sign up or use the Platform. When obtaining such consent, Organization should provide parents/guardians with a copy of Hudl's Privacy Policy, available at www.hudl.com/privacy. Organization must keep all consents on file and provide them to Hudl upon request. If Organization is located outside of the United States, Organization shall obtain any required consents or approvals from the parent or guardian of any Athlete covered by similar laws and, as a condition to Organization's and its Athletes' use of the Platform, Organization shall comply with such laws. Hudl shall secure Organization's data in accordance with industry standards for education data. Where necessary, Organization will designate Public Content as Directory Information under FERPA.

18. Definitions

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

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

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

18.4. "**Applicable Law**" means all: (i) laws, statutes, regulations, decisions, rulings, government policies, enactments, or instruments (including national, regional, local, or municipal laws, regulations, or by-laws of any kind whatsoever); and/or (ii) decisions of

any relevant regulator; in each case which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations of either party under this Agreement.

18.5. An “**Athlete**” is any individual who has been given access to a Team’s account with an ‘athlete’ role designation.

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

18.7. “**Coach**” is any individual who has been given access to a Team’s account with the ‘coach’ role designation.

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

18.9. “**Confidential Information**” has the meaning given to it in Section 11.1.

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

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

18.12. “**Effective Date**” has the meaning given to it in the Preamble.

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

18.14. “**Feedback**” means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other

information concerning the Products, whether solicited by Hudl or its Affiliates or provided by Organization or its Authorized Users without any such solicitation.

18.15. “**Force Majeure Event**” has the meaning given to it in Section 16.9.

18.16. “**Hardware**” means Hudl Hardware and Non-Hudl Hardware.

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

18.18. “**Hudl**” means Agile Sports Technologies, Inc. dba Hudl.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.51. “**Team**” is a sports team associated with an Organization. Each Team means one gender of one sport from one institution. For example, a high school’s varsity boys’ football team is one Team, and its junior varsity boys’ football team would be another Team. Only one sport is permitted per account. For example, basketball video cannot be uploaded to a football account and vice versa. Only one gender is permitted by account, regardless of sport. For example, girls’ basketball cannot upload film to the boys’ basketball account and vice versa. Each Team is permitted to subclassify into “Sub-Teams.” The number of Sub-Teams per account shall be as follows: (a) Club & Youth: 1 Team per Account; 0 Sub-Teams. For example, a football team for 12U may only upload 12U film. 11U and 10U would require separate accounts, though they may be associated under the same Organization; (b) High School: 1 Team per account; 4 Sub-Teams. For example, boys’ football may have separate Sub-Teams for the freshman, sophomore, junior varsity, and varsity rosters; (c) College: 1 Team per account; 2 Sub-Teams. For example, boys’ football may subclassify into separate Sub-Teams for starters and reserves or offense and defense. If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own account.

18.52. “**Team Admin**” is any individual who has been given access to a Team’s account with the ‘team admin’ role designation.

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

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

18.55. “**Usage Data**” means data and information related to Organization's and its Authorized Users’ use of the Products that is used by Hudl in an aggregated and

anonymized manner, including to compile statistical and performance information related to the provision and operation of the Products.

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

Updated 27 Jun 2022

Previous Versions

2022-06-27 2019-05-01

Solutions	Products	Athletes and Fans	About	Contact Us
High School	Hudl	Hudl Highlights	Advertise	Support
Club	Sportscode		Press	Blog
Collegiate	Insight		Company News	Pay by Credit Card
Division I Colleges	Studio		Careers	Hudl Accessories
Fan Engagement	Coda			
Youth Football	Wyscout			
Professional	Assist			
	Focus			
	Focus Indoor			
	Focus Outdoor			
	Focus Flex			
	Sideline			
	Replay			
	Volleymetrics			
	Hudl TV			
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English (United States) ▾



HUDL MASTER SUBSCRIPTION AGREEMENT

This Hudl Master Subscription Agreement (this “**MSA**”) is entered into between Hudl and the customer identified on the Order Form or SOW (“**Customer**”), effective as of the latest date beneath the signatures in the first Order Form signed by both parties that references this MSA (“**Effective Date**”). Capitalized terms are defined in Section 13 and elsewhere in this Agreement. This MSA and all Order Forms govern Customer’s access to and use of the Products and Professional Services. This MSA and all SOWs govern any Professional Services. If there are any conflicts between this MSA, an Order Form and/or an SOW, the following order of precedence applies: SOWs prevail over Order Forms solely with respect to the subject matter of the SOW; and Order Forms and SOWs prevail over this MSA solely with respect to their respective subject matter. The MSA and any Order Forms and SOWs entered into pursuant to this MSA shall be referred to as this “**Agreement**”.

Purchase from Reseller: If Customer purchases or uses Products made available through an authorized reseller (“**Reseller**”), Customer’s use of any Hudl products or services will be subject to the terms of this MSA, and all fees payable for such use shall be payable pursuant to the terms set forth in the Reseller Order Form that references this MSA.

1. SERVICES.

- 1.1. Products. Hudl will (a) provide applicable standard support for the Products to Customer at no additional charge, (b) use commercially reasonable efforts to make the online Services and Content available 24 hours a day, 7 days a week, excluding (i) planned downtime, (ii) emergency maintenance, and (iii) unavailability caused by Force Majeure Events, and (c) provide the Products in accordance with Applicable Law, subject to Customer’s use of the Products in accordance with this Agreement.
- 1.2. Services. Hudl grants Customer the non-exclusive and non-transferable (except pursuant to Section 12.3) right to access and use the online Services during the Term solely for use by Authorized Users for Customer’s internal use only, subject to the terms of this Agreement.
- 1.3. Software. Hudl grants to Customer a limited, non-transferable (except pursuant to Section 12.3), non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Software for Customer’s internal use only, subject to the terms of this Agreement. Subscriptions to Software include all updates and upgrades to such Software during the Subscription Term for such Software, and such updates and upgrades shall be deemed to be Software. Hudl is under no obligation to provide support for previous releases or versions of Software after 12 months from the date Hudl released the subsequent release or version of the Software.
- 1.4. Content. Any Content available to Customer via the Software or Services is provided “as-is” and for Customer’s internal business use in the professional or amateur sport industry only, which may include scouting, education, coaching tutorials, and/or sport analysis. If Customer owns or otherwise holds any underlying Intellectual Property Rights in any Content, Customer hereby grants Hudl and its Affiliates and each of their service providers a license to all such Intellectual Property Rights in such Content to use, hold, maintain, reproduce, modify, and distribute such Content for use by users of Hudl’s and its Affiliates’ products and services and to host and provide such Content on such products and services. Customer agrees that it will download Content only as permitted by the Platform and will delete and immediately stop using such downloaded Content upon the conclusion of the Subscription Term for the applicable Product(s).
- 1.5. Hardware. If Customer purchases or uses Hardware, such purchase or use is subject to the terms of the Hardware Addendum.
- 1.6. API. If Customer purchases any Product(s) that include APIs, Hudl will provide any associated Content in the manner indicated in the Order Form, which may include API, XML, JSON or any other means designated by Hudl from time to time. Unless otherwise provided in the Order Form, Customer acknowledges and agrees that login credentials and Content accessed using such credentials may be used only by Customer and not by any of Customer’s Affiliates unless each such Affiliate has purchased additional login credentials from Hudl under this Agreement.

2. USE OF PRODUCTS.

- 2.1. Subscriptions. Unless otherwise provided in the Order Form, (a) Customer purchases the Services and/or Software as a subscription for the term stated in the applicable Order Form or in the applicable online purchasing process (“**Subscription Term**”), (b) subscriptions for Services and/or Software that are added during a Subscription Term may be prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and (c) additional subscriptions may terminate on the same date as the underlying subscriptions.
- 2.2. Customer Responsibilities. Customer is responsible (a) for its Authorized Users’ use of the Products and Content and compliance with this Agreement; (b) for the accuracy and quality of, and its right to use and provide to Hudl and its Affiliates, all Customer Data; (c) for using commercially reasonable efforts to prevent unauthorized access to or use of the Products and Content and notify Hudl promptly of such unauthorized access or use, and (d) for using the Products and Content only in accordance with this Agreement and Applicable Laws. Any use of the Products and Content in breach of the foregoing by Customer or its Authorized Users that, in Hudl’s judgment, abuses or threatens

the security, integrity or availability of any services of Hudl or its Affiliates, may result in immediate suspension of Customer's or an Authorized User's access to the Products; provided that Hudl will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

- 2.3. Restrictions. Except as to the extent expressly permitted by this Agreement, Customer will not, directly or indirectly, (a) copy, modify, duplicate or create derivative works from, create improvements of, frame, mirror, republish, download, display, transmit or distribute all or any portion of any Product or Content in any form or media or by any means or attempt to do any of the foregoing; (b) rent, lease, lend, sell, sublicense, assign, distribute, display, disclose, publish, transfer or otherwise commercially exploit, or otherwise make available any Product or Content to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode or adapt any Product, in whole or in part, or otherwise attempt to derive or gain access to the Source Code of any Product, in whole or in part; (d) bypass or breach any security device or protection used by any Product or access or use the Products other than by an Authorized User using only the access credentials specifically allocated to that Authorized User; (e) input, upload, transmit or otherwise provide to or through the Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Products, Hudl's systems or Hudl's provision of services to any third party; (g) remove, delete, alter or obscure any trademarks or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights or other proprietary rights notices from any Products or any other Hudl materials, including any copy thereof and any Content; (h) access or use the Products or Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of any third party or that violates any Applicable Law; (i) use download acceleration tools, download management software, or otherwise abuse access to any Product in a way that strains or harms Hudl's systems; (j) broadcast, resell, publish, redistribute or otherwise use or make the Content public or otherwise accessible by anyone other than Authorized Users; or (k) use the Content in any way other than for Customer's internal business use in the professional and/or amateur sport industry, which may include scouting, education, coaching, tutorials, and/or sport analysis.
- 2.4. Third-Party Services. If Customer configures any Products to integrate with or obtain data from a software or service provided by a third party ("**Third-Party Service**"), then such use and integration is subject to the Third-Party Services Addendum.

3. CUSTOMER DATA.

- 3.1. Generally. Between the parties, Customer owns all rights, title and interest in and to the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use and all other aspects of the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Hudl and its Affiliates and each of their service providers a non-exclusive, worldwide, non-transferable (except pursuant to Section 12.3), royalty-free right and license to process, host, copy, display, use and distribute the Customer Data solely to the extent necessary to provide Products to and support for Customer or as may be required by law.
- 3.2. Customer Data Privacy. Each party will comply with its obligations under (a) Data Protection Legislation (and neither party shall exercise its rights or perform its obligations under this Agreement in such a way as to cause the other party to breach any Data Protection Legislation) and (b) the DPA.
- 3.3. Protection of Customer Data. Without limiting Section 8.2 or Customer's obligations under Section 2.2, Hudl will implement and maintain reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data.
- 3.4. Video Sharing.
 - (a) Customer-Controlled Video Sharing. The Services include the capability for Customer, at its option and in its sole discretion, to share Video with other Customer-designated customers of Hudl and its Affiliates ("**Video Recipients**"). Customer acknowledges and agrees that Hudl and its Affiliates shall not be responsible for the acts or omissions of any Video Recipients with respect to such Video and that the copy of such Video that is shared with any Video Recipients will be deemed to be Shared Data.
 - (b) Open Exchange Video Services. If Customer purchases or uses any Open Exchange Services or otherwise authorizes Hudl or its Affiliate to add any particular Game Video to any Services via the Platform (whether by use of features in the Services or in writing), Customer acknowledges and agrees that its Game Video will be added to Hudl's and its Affiliates' library of content available to users of their products and services and the particular copy of the Game Video added to the content library will be deemed to be Shared Data. Subject to the terms of this Agreement, Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except pursuant to Section 12.3), and perpetual license and right (i) to use, reproduce, perform, display, prepare derivative works based upon, and distribute copies of such Shared Data (A) for professional purposes (such as, by way of example, scouting, educational, coaching, tutorial and/or analysis activities) on or through any of Hudl's or its Affiliates' products by users of such products or on internal

systems of the users of Hudl's or its Affiliates' products and (B) for the development and improvement of Hudl's or its Affiliates' products, and (ii) to derive, generate, and use data from such Shared Data.

- 3.5. Focus Exchange Network. If Customer subscribes to the Focus Exchange Network as specified in an Order Form, the terms and conditions of the Focus Exchange Network Addendum apply.
- 3.6. Anonymized Data. Hudl may aggregate or anonymize any Performance Data such that no individual can be identified ("**Anonymized Data**"). Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except pursuant to Section 12.3), and perpetual license and right to use, modify, reproduce, perform, display, transmit, distribute, aggregate, translate, generate data from, and create derivative works of the Anonymized Data, including any Intellectual Property Rights therein, (i) for the internal business purposes of Hudl or its Affiliates, including the development and improvement of Hudl's or its Affiliates' products, and (ii) provided that Customer is not identified in the Anonymized Data, for any and all purposes, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised.

4. INTELLECTUAL PROPERTY.

- 4.1. Hudl Technology. Customer acknowledges and agrees that Hudl and its Affiliates retain all right, title and interest (including all Intellectual Property Rights) in and to the Software, Services, Content and Platforms and all right, title, and interest in and to all Intellectual Property Rights in Hudl Hardware; any and all related and underlying technology, websites, and documentation with respect to any of the foregoing; data generated by Hudl or its Affiliates or suppliers pursuant to Section 3.4(b); Usage Data; Deliverables and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated in any of the foregoing (collectively, "**Hudl Technology**"). All right, title and interest in and to the Intellectual Property Rights of the Non-Hudl Hardware will remain with the third-party supplier of that Hardware. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Hudl Technology is granted to Customer. Further, Customer acknowledges and agrees that for any Services offered as online, hosted solutions, Customer has no right to obtain a copy of the underlying computer code (whether object code or Source Code) for such Services and for any Software Customer has no right to obtain a copy of the Source Code for such Software. Notwithstanding anything herein to the contrary, Hudl and its Affiliates may use Feedback for any purpose without further approval or acknowledgement, and Customer hereby irrevocably assigns to Hudl any and all rights in such Feedback throughout the universe in perpetuity.
- 4.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, Hudl and its Affiliates may collect and use Usage Data to develop, improve, support, and operate their products and services, provided that they may not share any Usage Data that includes Customer's Confidential Information with a third party other than their service providers except (i) as permitted by Section 5.7, or (ii) to the extent that the Usage Data is aggregated and anonymized such that neither Customer nor any individual can be identified.

5. PAYMENT.

- 5.1. Fees. Customer will pay Hudl the Fees as specified in the Order Form or SOW. Except as otherwise specified in an Order Form or SOW, (i) Fees are based on Products purchased and not actual usage, (ii) payment obligations are non-cancellable and Fees paid are nonrefundable (except as provided in Section 7.4), (iii) quantities purchased cannot be decreased during the Term, and (iv) Fees are due net 30 days from the invoice date and are payable by Customer in full, without any set-off, counterclaim, deduction or withholding.
- 5.2. Purchase Orders. If Customer issues a purchase order upon entering into an Order Form or SOW, then (i) any such purchase order submitted by Customer is for its internal purposes only, and Hudl rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they purport to add to or conflict in any way with the MSA, the applicable Order Form, or the applicable SOW, and such additional or conflicting terms will have no effect, (ii) any such purchase order shall be for the total Fees owing under the applicable Order Form or SOW, and (iii) on request, Hudl will reference the purchase order number on its Invoices (solely for administrative convenience), but only if Customer provides the purchase order at least ten (10) business days prior to issuance of the Invoice to billing@hudl.com.
- 5.3. Overdue Charges. If Customer fails to pay any part of the Fees when due, Hudl reserves the right (without prejudice to any other rights conferred on Hudl hereunder, or at law) to charge interest at the lower of (a) 1.5% of the outstanding balance per month and (b) the maximum rate permitted by Applicable Law. Hudl may also condition future sales and renewals on payment terms shorter than those specified in this Agreement.
- 5.4. Suspension of Products and Acceleration. If any Fees or other amounts owed by Customer under this or any other agreement with Hudl, its Affiliates, or its Resellers are more than 15 days overdue, Hudl may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend access to the Products until such amounts are paid in full, provided that, Hudl will give Customer at least 10 days' prior notice that its account is overdue before suspending services to Customer.
- 5.5. Payment Disputes. Hudl will not exercise its rights under Sections 5.3 or 5.4 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute, as determined in Hudl's

reasonable discretion.

- 5.6. Taxes. All Fees and other amounts payable under this Agreement are exclusive of any taxes, levies, duties, or similar government assessments of any nature, including without limitation, sales, use, value-added, or withholding taxes (collectively, "**Taxes**"). If applicable, all Taxes will be added to Invoices at the appropriate rate and are payable by Customer in full, without any set-off, counterclaim, deduction or withholding, unless Customer provides Hudl with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5.7. Reseller Orders. If Customer orders the Products or Professional Services through a Reseller, then any conflicting terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that (a) Hudl may share information with Reseller related to Customer's use and consumption of the Products or Professional Services for account management and billing purposes; (b) the termination provisions of Section 5.4 will also apply if Customer's Reseller fails to pay applicable fees to Hudl; and (c) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Hudl or in any way concerning the Products or Professional Services.

6. CONFIDENTIALITY.

- 6.1. Definition. "**Confidential Information**" means any information relating in any manner to the business and/or affairs of Hudl (and its Affiliates) or Customer which may be communicated, disclosed or otherwise made available to the other party under or in connection with this Agreement, including information consisting of or relating to technology, trade secrets, know-how, business operations, plans, strategies and customers. The terms and conditions and pricing set out in this Agreement shall be deemed Hudl's Confidential Information.
- 6.2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no fault of, or breach of this Agreement by, the receiving party or its Representatives; (b) was in the receiving party's lawful possession prior to the time of being disclosed or made available in connection with this Agreement; (c) is lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information, which independent development can be shown by written or other documentary records.
- 6.3. Use and Disclosure Restrictions. Neither party shall use the other party's Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement and shall not disclose such Confidential Information to any third party except to its Affiliates, employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement ("**Representatives**"), provided that each such Representative is subject to confidentiality obligations that are at least as protective as those set forth herein. Each party shall use commercially reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance and shall be responsible for any of its Representatives' non-compliance with the terms of this Section 6. The foregoing obligations shall not restrict either party from disclosing the terms and conditions of this Agreement and/or any Confidential Information of the other party: (a) as required by Applicable Law, including applicable public record laws, provided that, to the extent permitted by Applicable Law, the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to its legal or financial advisors; (c) pursuant to any disclosure process, procedure or obligation under any securities exchange on which the capital stock of that party and/or any of its Affiliates may be listed from time to time; and/or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party, provided that each such party is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein.
- 6.4. Injunctive Relief. A breach, or threatened breach, by a party of its obligations under this Section 6 would result in irreparable harm for which the other party would not have an adequate remedy at law and shall entitle a party to seek injunctive relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy, in addition to any other remedy to which it may be entitled.
- 6.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, a receiving party's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any Applicable Laws will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such Applicable Laws other than as a result of any act or omission of the receiving party or any of its Representatives.

7. TERM AND TERMINATION.

- 7.1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until all Order Forms and SOWs that reference this MSA have expired (the "**Term**"), unless earlier terminated as provided in this Agreement.
- 7.2. Term of Order Forms. The Subscription Term of each subscription for Services, Software and/or Content shall be as specified in the applicable Order Form. Any renewal terms will be as set forth in the applicable Order Form. The

Subscription Term includes the initial term and any renewal terms set forth in the applicable Order Form.

- 7.3. **Termination.** Without affecting any other right or remedy available to it, either party may terminate this Agreement for cause (a) if the other party materially breaches this Agreement (i) upon written notice if such breach is incapable of cure or (ii) if such breach is capable of cure, upon 30 days' written notice to the other party of such breach if the breach remains uncured at the expiration of the notice period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors, or any event which is analogous to any of the foregoing events.
- 7.4. **Effect of Termination.** If Customer terminates this Agreement pursuant to Section 7.3, Hudl will refund Customer on a pro rata basis for any prepaid Fees for the remainder of the applicable Subscription Term, calculated from the effective date of termination. If Hudl terminates this Agreement pursuant to Section 7.3, Customer will pay any unpaid Fees under any Order Form and any SOW, which Fees shall become immediately due and payable, to the extent permitted by Applicable Law. In no event will Customer be relieved of its obligation to pay outstanding Fees for the period prior to the effective date of termination. Termination of this Agreement will also terminate all outstanding Order Forms and SOW hereunder without further notice. Upon termination, Customer shall immediately cease use of all Products and Content and Hudl may disable all Customer and Authorized User access to Products.
- 7.5. **Survival.** The licenses in Sections 1.4, 3.4, and 3.5 and Sections 5.7, 6, 8.2, 10.4, 11 and those additional Sections or sub-Sections that expressly or by their nature or by implication survive termination, shall survive termination of this Agreement.

8. **WARRANTIES; DISCLAIMER.**

- 8.1. **Hudl Warranties.** Hudl warrants that at all times during the Term (i) the Services and Software will be capable of performing, in all material respects, in accordance with Section 1.1; (ii) the Services, Software and Hudl Hardware will not contain, to Hudl's knowledge, any computer code designed to disrupt, disable, harm, or otherwise maliciously impede the operation of Customer's systems; and (iii) the Professional Services will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. Customer acknowledges that its exclusive remedies for any breach of the warranties in this Section are those described in Sections 7.3 and 7.4.
- 8.2. **Disclaimer.** **EACH PARTY AGREES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED UPON ANY ADVICE, INFORMATION, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE OTHER PARTY OR ELSEWHERE AND THAT NO WARRANTY OR WARRANTIES EXIST BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT NON-HUDL HARDWARE IS SUBJECT TO SEPARATE WARRANTIES PROVIDED BY ITS MANUFACTURER(S) AND THAT THE WARRANTIES IN SECTION 8 DO NOT APPLY, AND HUDL STRICTLY DISCLAIMS, ALL WARRANTIES WITH RESPECT TO NON-HUDL HARDWARE. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE PRODUCTS AND FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR CONTENT, ANY INSTRUCTIONS, SCRIPTS, OR CUSTOMER MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY CUSTOMER IN CONNECTION WITH THE PRODUCTS, OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT CUSTOMER'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE DELIVERABLES, PRODUCTS OR CONTENT WILL MEET CUSTOMER'S REQUIREMENTS IS MADE OR GIVEN; (D) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT; AND (E) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, THE PRODUCTS, DELIVERABLES, AND CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.**

9. **PROFESSIONAL SERVICES.**

- 9.1. **Provision of Professional Services.** Hudl will provide the Professional Services for Customer as set forth in each applicable SOW, subject to the terms of this Agreement. The personnel that Hudl will assign to perform the Professional Services will be professional and qualified in the performance of the applicable Professional Services. If Customer believes that the personnel assigned to a project do not meet the requirements of this Section, Hudl will discuss alternatives and will replace such personnel as reasonably necessary. Customer acknowledges that timely access to Customer's resources, personnel, equipment, or facilities may be necessary for the provision of Professional Services and agrees to provide such access to Hudl upon Hudl's request and to reasonably cooperate during a Professional Services project. Hudl will have no liability for any delay or deficiency to the extent it results from Customer's failure to provide such access or to respond to Hudl's reasonable requests in a timely manner.
- 9.2. **Deliverables.** The Professional Services and resulting Deliverables apply only to Hudl's or its Affiliates' business and are part of the Hudl Technology. Subject to the terms of this Agreement (including Section 2.3), unless otherwise expressly stated in the SOW, Hudl hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable

(except pursuant to Section 12.3), non-sublicensable, worldwide license to use the Deliverables internally solely in connection with Customer's use of the Products during the period in which Customer has valid access to the Products, consistent with Section 1.

- 9.3. Customer Materials; Customer Data. Customer hereby grants Hudl and its Affiliates a limited right to use any materials provided to Hudl in connection with a Professional Services project (the "**Customer Materials**") solely for the purpose of providing Professional Services to Customer. Customer will retain all rights (including Intellectual Property Rights) in and to the Customer Materials, and Hudl will treat Customer Materials as Customer's Confidential Information under Section 6.
- 9.4. Change Orders; Other Terms. Customer may request changes to the scope of Professional Services, in which case Hudl will notify Customer if it believes that the requested change requires an adjustment to Fees, schedule, assumptions or scope for the performance of the Professional Services under the applicable SOW. Neither party is bound by such change request unless an amendment or change order to the applicable SOW is signed by authorized representatives of both parties. Hudl may use subcontractors to deliver Professional Services but will remain responsible for the performance of those Professional Services under the terms and conditions of this Agreement.

10. MUTUAL INDEMNIFICATION.

- 10.1. Hudl's Indemnity. Hudl will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services, Software, and/or Hudl Hardware (the "**Indemnified Products**") infringes, misappropriates or otherwise violates such third party's intellectual property rights, and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer or agreed in settlement by Hudl resulting from such claim. If Customer's use of the Indemnified Products is, or in Hudl's opinion is likely to be, subject to an infringement claim, Hudl may, at its sole option and expense, either: (a) replace or modify such Indemnified Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for Customer the right to continue using the Indemnified Product(s) under the terms of this Agreement; or, if options (a) and (b) are not commercially reasonable, (c) terminate this Agreement or the applicable Order Form and refund to Customer the unused Fees that Customer has prepaid for the applicable Indemnified Product(s). The foregoing indemnification obligation of Hudl will not apply to the extent the applicable claim is attributable to (1) the modification of the Indemnified Product by any party other than Hudl or is based on Customer's specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by Hudl; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) any Indemnified Product(s) provided as a free trial or under an Order Form for which there is no charge.
- 10.2. Customer's Indemnity. Customer will defend Hudl and its Affiliates against any claim, demand, suit or proceeding made or brought against Hudl by a third party alleging that (a) the Customer Data or (b) Customer's broadcast or redistribution of the Content or any use of the Content other than internal business use in the professional and/or amateur sport industry, infringes, misappropriates or otherwise violates such third party's Intellectual Property Rights, and will indemnify Hudl from any damages, attorney fees and costs finally awarded against Hudl or agreed in settlement by Customer resulting from such claim.
- 10.3. Conduct of Claims. In the event of any potential indemnity obligation under this Section 10, the indemnified party will (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense; provided that the indemnified party may engage its own legal counsel at the indemnified party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 10 will not relieve the indemnifying party of its indemnity obligations, except that the indemnifying party is not liable for any litigation expenses that the indemnified party incurred prior to the date on which notice was given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide timely notice to the indemnifying party. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use the infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. The indemnifications obligations under this Section 10 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.
- 10.4. Sole Remedy. This Section 10 sets forth each party's sole remedy with respect to any claim by a third party with respect to intellectual property infringement or misappropriation.

11. LIMITATION OF LIABILITY.

- 11.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HUDL (INCLUDING HUDL'S AFFILIATES, RESELLER AND SUPPLIERS) IN EACH 12 MONTH PERIOD OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER DURING THAT 12 MONTH PERIOD. THE FIRST 12 MONTH PERIOD SHALL COMMENCE ON THE EFFECTIVE DATE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS

IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT HUDL'S PAYMENT OBLIGATIONS UNDER SECTION 7.4.

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

12. GENERAL.

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

12.2. Anti-Corruption. Each party warrants that the party and anyone authorized to act on its behalf comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Neither party nor anyone authorized to act on its behalf has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any (a) Government Official, (b) person or entity, or (c) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity for the purpose of (i) influencing any act or decision of such Government Official or such person or entity in their official capacity, including a decision to do so or omit to do any act in violation of their lawful duties or proper performance or functions; or (ii) inducing such Government Official or such person or entity to use their influence or position with any government entity or other person or entity to influence any act or decision in order to obtain or retain business for, direct business to, or secure an improper advance for the party in connection with this Agreement.

12.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that (i) either party may assign this Agreement in its entirety (including all Order Forms or SOWs) to an Affiliate or to any successor in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or line of business; and (ii) if Customer purchases via a Reseller, this Agreement may be assigned to an Affiliate if Hudl discontinues its relationship with that Reseller. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.4. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Governing Laws, without reference to conflict of law rules. The United Nations Convention for the International Sales of Goods does not apply to this Agreement. Each party irrevocably agrees that the Governing Courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

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

12.7. Notices. Unless otherwise explicitly stated in the Agreement, all notices required or permitted under this Agreement shall be in writing and delivered by confirmed email transmission, by courier or overnight delivery services, or by certified mail, and in each instance shall be deemed given upon receipt. Unless otherwise explicitly stated in the Agreement, all communications shall be sent to the addresses set forth beneath such party's signature on the Order Form or to such other address as may be specified by either party to the other in accordance with this Section. In the case of notice to Hudl regarding termination or a claim for indemnification or defense under Section 10.1, Customer shall also provide a copy to the attention of Legal at legal@hudl.com. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section. Hudl will address billing-related notices to the relevant billing contact designated by Customer. Notices related to Customer's account will be sent to the email address kept on file.

12.8. Force Majeure. Neither party will be liable to the other party if it is prevented from or delayed in performing its

obligations under this Agreement (except for any payment obligations), or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to, labor disputes (whether involving the workforce of Hudl or any other party), strikes, lockouts, shortages of or inability to obtain labor, failure of a utility service or telecommunications network, breakdown of plant or machinery, default of suppliers or subcontractors, imposition of sanctions, embargo, war, pandemic, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including without limitation imposing an import or export restriction, quota, or prohibition, or failing to grant a necessary license or consent), accident, act of God, fire, flood or storm (each, a "**Force Majeure Event**"); provided that the defaulting party promptly notifies the non-defaulting party of such event and its expected duration in writing.

- 12.9. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 12.10. Entire Agreement. This Agreement, including any Order Forms or any SOWs, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by duly authorized representatives of both parties.
- 12.11. Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement, except for those of Hudl's Affiliates that own the Intellectual Property Rights in and to the Services and either receive a license to Intellectual Property Rights from Customer under this Agreement or to whom Hudl may assign Intellectual Property Rights granted to it by Customer under this Agreement. Customer acknowledges that Hudl is acting as a reseller of Products and Content in which the Intellectual Property Rights in such Products and Content are owned by Hudl's Affiliate or a third party.
- 12.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. DEFINITIONS.

- 13.1. "**Affiliate**" means in the case of either party, any other person or entity (a) controlling, (b) controlled by or (c) under common control with, such party.
- 13.2. "**Agreement**" has the meaning given to it in the Preamble.
- 13.3. "**Anonymized Data**" has the meaning given to it in Section 3.6.
- 13.4. "**API**" means application programming interface.
- 13.5. "**Applicable Law**" means any and all: (i) laws, statutes, regulations, decisions, rulings, government enactments or instruments (including national, regional, local or municipal laws, regulations or by-laws of any kind whatsoever); and/or (ii) decisions of any relevant regulator; in each case which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations of either party under this Agreement.
- 13.6. "**Authorized User**" means any of Customer's players, analysts, employees, members of its coaching staff, team officials, students, Hardware Users, and/or any other person designated and engaged by Customer to have access to and use the Services and Software as disclosed to Hudl in writing (email to suffice).
- 13.7. "**Content**" means all Video, statistics, and data provided to Customer by or on behalf of Hudl or its Affiliates, whether provided via the Software, Services or otherwise. If Content includes Video, statistics, or data that are identical to any Customer Data, only the copy of such Video, statistics, or data provided to Customer by or on behalf of Hudl or its Affiliates shall be deemed Content.
- 13.8. "**Customer**" is the customer identified on the Order Form or SOW.
- 13.9. "**Customer Data**" means any information, content, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products, including Customer's team or athlete video clips, Video, plays, coaches' comments, play diagrams, descriptions, images, audio, Performance Data, and other statistics and data, including all Intellectual Property Rights in any of the foregoing, but excluding Shared Data and Usage Data. If Customer Data includes Video, statistics, or data that are identical to any Content, only the particular copy of such Video, statistics, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products shall be deemed Customer Data.
- 13.10. "**DPA**" means the Data Processing Addendum found at <https://www.hudl.com/legal/agreements/data-processing-addendum>.
- 13.11. "**Data Protection Legislation**" means all applicable privacy and data protection laws, which may include: (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), read in conjunction with and subject to any national

law that provides for specifications or restrictions of its rules; (ii) any national implementing law, regulations and secondary legislation; and (iii) any other applicable data protection or privacy laws of any jurisdiction applicable to this Agreement, in each case as amended, re-enacted or replaced from time to time. The terms “personal data”, “special categories of data” “controller”, “processor”, “data subject”, and “processing” (and other parts of the verb “to process”) shall have the meaning set out in the Data Protection Legislation.

- 13.12. **“Deliverables”** means the reports, code (including SQL queries), or other deliverables that are provided by or on behalf of Hudl to Customer in connection with Professional Services. For clarity, Hudl may use compilers, assemblers, interpreters, and other similar tools to develop Deliverables, and such tools will not be deemed Deliverables.
- 13.13. **“Effective Date”** has the meaning given to it in the Preamble.
- 13.14. **“Feedback”** means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Products, whether solicited by Hudl or its Affiliates or provided by Customer or its Authorized Users without any such solicitation.
- 13.15. **“Fees”** means any amounts owed by Customer, as specified in an Order Form or SOW for Products or Professional Services, with such amounts and the bank account details for payment being specified in the Invoice.
- 13.16. **“Focus Exchange Network Addendum”** means the Focus Exchange Network Addendum found at <https://www.hudl.com/legal/agreements/focus-exchange-network-addendum>.
- 13.17. **“Force Majeure Events”** has the meaning given to it in Section 12.8.
- 13.18. **“Game Video”** means Video of a game or match that is designated as “Game” or “Match” in a Platform, and includes all statistics and data associated therewith.
- 13.19. **“Governing Laws”** and **“Governing Courts”** mean, for each Hudl Contracting Party, the laws and courts set forth below:

<u>Hudl Contracting Party</u>	<u>Governing Laws</u>	<u>Governing Courts</u>
Agile Sports Technologies, Inc.	The laws of the state of Nebraska, USA	The courts in Lancaster County, Nebraska, USA
Sportstec Pty. Ltd.	The laws of Australia	The courts of New South Wales, Australia
Sportstec do Brasil Tecnologia Esportiva Limitada	The laws of the state of Nebraska, USA	The courts in Lancaster County, Nebraska, USA
Hudl (Beijing) Sports Technology Co., Ltd.	The laws of the People’s Republic of China	The courts of the People’s Republic of China
Hudl Europe SARL	The laws of England and Wales	The courts of England and Wales
Hudl Germany GmbH	The laws of England and Wales	The courts of England and Wales
Hudl India Pvt. Ltd.	The laws of England and Wales	The courts of England and Wales
Instat Limited	The laws of England and Wales	The laws of England and Wales
Hudl Ireland Limited	The laws of England and Wales	The laws of England and Wales
Hudl Japan K.K.	The laws of Japan	The laws of Japan
Wyscout S.p.A.	The laws of England and Wales	The courts of England and Wales
Hudl B.V.	The laws of England and Wales	The courts of England and Wales
Sportstec Ltd. New Zealand	The laws of Australia	The courts of New South Wales, Australia
Hudl Singapore Pte. Ltd.	The laws of Australia	The courts of New South Wales, Australia
Hudl Spain, S.L.U.	The laws of England and Wales	The courts of England and Wales
Hudl UK, Limited	The laws of England and Wales	The courts of England and Wales
Haymarket Recruiting, LLC	The laws of the state of Nebraska, USA	The courts in Lancaster County, Nebraska, USA

- 13.20. **“Government Official”** means (i) any director, officer, employee, agent or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent or representative) of any government entity, or anyone otherwise acting in an official capacity on behalf of a government entity; (ii) any political party, political party official, or political party employee; (iii) any candidate for public or political office; (iv) any royal or ruling family member; or (v) any agent or representative of any of those persons listed in (i) through (iv).
- 13.21. **“Hardware”** means Hudl Hardware and Non-Hudl Hardware.
- 13.22. **“Hardware Addendum”** means the Hardware Addendum found at <https://www.hudl.com/legal/agreements/hardware-addendum>.

- 13.23. **“Hardware User”** means the individual whose data and information are being recorded and measured by Wearable Hardware and related Products.
- 13.24. **“Hudl”** means the Hudl Contracting Party.
- 13.25. **“Hudl Contracting Party”** means the member of the Hudl group set forth on the applicable Order Form or SOW. If Customer orders through a Reseller, the Hudl Contracting Party means the member of the Hudl Group that has authorized the Reseller.
- 13.26. **“Hudl Hardware”** means hardware that is manufactured by or exclusively for Hudl or its Affiliate.
- 13.27. **“Hudl Technology”** has the meaning given to it in Section 4.1.
- 13.28. **“Intellectual Property Rights”** means any and all rights related to patents, inventions, copyrights, moral rights, privacy and publicity, trademarks (and related goodwill), trade names, domain names, designs, computer software, databases, trade secrets and all other common law or statutory intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.
- 13.29. **“Invoice”** means an invoice issued by Hudl or a Reseller for the Fees for the Products or Professional Services pursuant to the Agreement.
- 13.30. **“Non-Hudl Hardware”** means hardware that is not manufactured by or exclusively for Hudl or its Affiliate.
- 13.31. **“Open Exchange Services”** refers to Services provided by Hudl or its Affiliates to facilitate the open exchange, sharing, access, use, and download of Video (and all statistics and data associated with the Video) by and among Hudl, its Affiliates, customers, and third parties, including any product designated as a “League Exchange” (except league exchanges for D-1 NCAA soccer, D-1 NCAA basketball, the NBA, and the NHL), Wyscout, Volleymetrics or any other Product with functionality as described above.
- 13.32. **“Order Form”** means the Hudl-issued Order Form that has been signed by Customer and Hudl and references the MSA or signed agreement between the parties.
- 13.33. **“Performance Data”** means the data and information recorded and measured by Wearable Hardware and related Products that is related to Hardware Users, including athlete tracking data and performance analysis data.
- 13.34. **“Platform”** means the technology used to access the Services found at basketball.instatscout.com, hockey.instatscout.com, www.hudl.com, www.wyscout.com, www.volleymetrics.com, www.recruit.co, vcloud.blueframetechnology.com, wimupro.wimucloud.com, APIs or such other websites or technologies as may be offered by Hudl or its Affiliates from time to time.
- 13.35. **“Products”** means the Services, Software and/or Hardware ordered by Customer, as set forth in an Order Form.
- 13.36. **“Professional Services”** means professional services, such as implementation, configuration, custom development and training, performed by Hudl or its Affiliates’ employees or subcontractors as designated as Professional Services in an Order Form or SOW.
- 13.37. **“Purchase Order”** has the meaning given to it in Section 5.2.
- 13.38. **“Representatives”** has the meaning given to it in Section 6.3.
- 13.39. **“Reseller”** has the meaning given to it in the Preamble.
- 13.40. **“Reseller Order Form”** means the Quote or Order Form (as applicable) that (a) has been signed by Customer and a reseller who has been authorized by Hudl or its Affiliates to resell the Products, and (b) references this Agreement.
- 13.41. **“Services”** means the online software and services described in the Order Form and the MSA that are accessed through one or more Platforms. “Services” does not include any Content accessible through any Services.
- 13.42. **“Shared Data”** means the copy of Video and associated statistics and data that Customer has shared or has authorized to be created or shared, as described in Section 3.4 and, if applicable, the Focus Exchange Network Addendum. Shared Data is not Customer Data.
- 13.43. **“Software”** means the locally installed programs and supporting documentation which comprise the different software programs owned by Hudl in the Order Form. “Software” does not include any Content accessible through any Software.
- 13.44. **“Source Code”** means computer software in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, along with all technical information and documentation required to enable a reasonably skilled programmer to modify and operate it.

- 13.45. “**SOW**” means the Statement of Work that has been signed by Customer and references this Agreement.
- 13.46. “**Subscription Term**” has the meaning given to it in Section 2.1.
- 13.47. “**Taxes**” has the meaning given to it in Section 5.6.
- 13.48. “**Term**” means the period of time described in Section 7.1.
- 13.49. “**Third-Party Services Addendum**” means the addendum found at <https://www.hudl.com/legal/agreements/third-party-services-addendum>.
- 13.50. “**Usage Data**” means data and information related to Customer’s use of the Products that is used by Hudl in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Products.
- 13.51. “**Video**” means any and all team or athlete video, Game Video, video clips, and other video or film added to a Platform, including the voices, performance, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes and other reproductions of the physical likeness and sound of the players, coaches, and all others appearing in the Video, including all associated statistics and data.
- 13.52. “**Video Recipient**” has the meaning set forth in Section 3.4(a).
- 13.53. “**Wearable Hardware**” means Hardware intended to be worn by an individual to record and measure data related to such individual.

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