

**HUDL**  
**FOCUS EXCHANGE NETWORK ADDENDUM**

This Hudl Focus Exchange Network Addendum (this “**Focus Exchange Network Addendum**”) is an addendum to either (a) the signed agreement entered into between Hudl and Customer, or, if none, (b) the Master Subscription Agreement found at [www.hudl.com/legal/agreements](http://www.hudl.com/legal/agreements) (in either case, the “**MSA**”) and is entered into as of the Effective Date of the first Order Form signed by both parties that references the Focus Exchange Network (collectively with the MSA, the “**Agreement**”). Capitalized terms not defined in this Focus Exchange Network Addendum have the meanings given to them in the Hardware Addendum or the MSA. The MSA, any applicable Order Form(s), and this Focus Exchange Network Addendum govern Customer’s use of the Focus Exchange Network. If there are any conflicts between the MSA, an Order Form and/or this Focus Exchange Network Addendum, the following order of precedence applies: Order Forms prevail over this Focus Exchange Network Addendum solely with respect to the subject matter of the Order Form; and this Focus Exchange Network Addendum prevails over the MSA solely with respect to Customer’s use of the Focus Exchange Network.

1. Hudl Focus Cameras. If Customer receives a Focus Exchange Network subscription as indicated on an Order Form (a “**Focus Exchange Network Subscription**”), all Game Video captured by the Hudl Focus cameras owned by Customer (“**Customer’s Cameras**”) become part of the Focus Exchange Network, all of Customer’s Cameras become part of the Focus Exchange Network, and such Game Video and the Customer’s Cameras are subject to this Focus Exchange Network Addendum. Customer’s Cameras include any cameras purchased prior to, on, or after the Effective Date. Any reference to “Hudl Focus camera” includes any model or version of the Hudl Focus camera.
2. Exchange of Game Video. If Customer has a Focus Exchange Network Subscription and initiates a recording of Game Video using a Hudl Focus camera on the Focus Exchange Network, Customer authorizes Hudl and its Affiliates to add such Game Video to Hudl’s and its Affiliates’ library of content available to (a) any other Hudl customer with a team identified as playing in such game if such other Hudl customer has (i) a Focus Exchange Network Subscription or (ii) been granted access to the Focus Exchange Network; and (b) the Hudl Focus camera owner (each a “**Recipient**”). Such Game Video authorized to be shared pursuant to the foregoing sentence shall be deemed Shared Data. Customer hereby grants to each Recipient and to Hudl and its Affiliates a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable license in and to all Intellectual Property Rights in such Shared Data to use such Shared Data to the same extent as if the owner of all right, title and interest in and to such Shared Data. Customer agrees to use the Shared Data in accordance with any applicable licensing or rights agreements with third parties. The foregoing license shall survive the termination or expiration of this Focus Exchange Network Addendum, the Order Form, and the MSA. Hudl may add future functionality to allow other Focus Exchange Network customers to use instant replay functionality, whether through Hudl Sideline or otherwise, with Customer’s Cameras (where permitted by applicable athletic association rules), and Customer agrees that if Customer allows another Focus Exchange Network customer to use such functionality then both teams playing in the game would be able to access the instant replays.
3. Video Ownership. For purposes of this Focus Exchange Network Addendum, Customer agrees that the Hudl customer (whether Customer or another Hudl customer) that schedules or otherwise initiates a recording using a Hudl Focus camera on the Focus Exchange Network shall be the owner of the resulting Game Video and the resulting Game Video shall be deemed to be uploaded by such Hudl customer to the Products. Customer acknowledges and agrees that if a dispute arises over Shared Data that it must work directly with the other Hudl customer(s) involved in such dispute to resolve such dispute and that Hudl is not obligated to assist with such dispute.
4. Shared Facilities. If Customer approves another Focus Exchange Network participant to access and use one or more of Customer’s Cameras (an “**Additional Customer**”) either by written or email request to Hudl, on the Focus Installation Details Form submitted by Customer to Hudl, or through the Platform (if such functionality is made available by Hudl), Customer agrees that the Additional Customer will be able to schedule a recording of, record and livestream games and practices involving the Additional Customer’s teams and other events sponsored by the Additional Customer using Customer’s Cameras (“**Authorized Uses**”). In furtherance of the foregoing, Customer hereby grants each Additional Customer the non-exclusive, non-transferable and non-sublicensable right to access and use the approved Customer’s Cameras for the Authorized Uses. Authorized Uses will include the ability for the Additional Customer to use Customer’s Cameras with Additional Customer’s Hudl Sideline, if Hudl makes such functionality available. If Customer is an Additional Customer for another customer’s Hudl Focus cameras, then Customer agrees to access and use the Hudl Focus cameras that it has been approved to access by another Hudl customer only for the Authorized Uses and Customer represents, each time it accesses or uses a Hudl Focus camera that it does not own, that Customer has a game or practice involving one of its teams or an event sponsored by Organization at the time of such access or use and location where such Hudl Focus camera is installed. Customer may request that Hudl revoke an Additional Customer’s approval by written or email request to Hudl or through the Platform (if such functionality is made available by Hudl).

5. Compliance with Applicable Law. Customer agrees to comply with Applicable Law with respect to its access to and use of any Hudl Focus camera on the Focus Exchange Network, including without limitation any obligation to post a notice advising of the recording, and with respect to the use of any Shared Data received by Customer pursuant to this Focus Exchange Network Addendum and the MSA.
6. Termination. Hudl may terminate Customer's access to the Focus Exchange Network at any time without notice if Customer or its Authorized Users breach any of the terms and conditions of this Focus Exchange Network Addendum or any other agreement with Hudl or its Affiliates. In the event Customer's right to access the Focus Exchange Network terminates, Customer's right to access and use any Hudl Focus camera on the Focus Exchange Network shall terminate immediately and Customer shall no longer have the right to receive any additional Shared Data received pursuant to the Focus Exchange Network; provided, however, in such event, if Customer's Cameras are connected to the internet and powered on, then Customer's Cameras will remain part of the Focus Exchange Network and available for use by Additional Customer's pursuant to Section 4 of this Focus Exchange Network Addendum (and available for use with any future functionality added by Hudl for the use of instant replay functionality by other Focus Exchange Network customers pursuant to this Focus Exchange Network Addendum). Any provision of this Focus Exchange Network Addendum which by its terms or nature is intended to continue beyond or to be performed after the expiration, termination, or cancellation of this Focus Exchange Network Addendum, shall survive.
7. DISCLAIMER OF WARRANTIES. THE FOCUS EXCHANGE NETWORK, ACCESS TO ANY HUDL FOCUS CAMERA, AND ANY SHARED DATA IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, HUDL EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE FOCUS EXCHANGE NETWORK, ACCESS TO ANY HUDL FOCUS CAMERA AND ANY SHARED DATA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, HUDL PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE HUDL FOCUS EXCHANGE NETWORK OR ACCESS TO ANY HUDL FOCUS CAMERA WILL MEET CUSTOMER'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS. Customer acknowledges and agrees that Hudl does not make any representations or give any warranties that a particular Hudl Focus camera will be available and Hudl is not responsible for ensuring, and shall not be liable for, any damages resulting from, availability, configuration or operating condition of a Hudl Focus camera. Hudl is not responsible for the incorrect Hudl customer receiving a copy of Shared Data as a result of a misconfiguration or misidentification by Customer or another Hudl customer. Customer acknowledges and agrees that Hudl bears no responsibility for the acts or omissions of any other Hudl customer with respect to Shared Data that is received pursuant to this Focus Exchange Network Addendum, the use of a Hudl Focus camera or the use of the Focus Exchange Network.