

Hudl Focus Addendum

This Hudl Focus Addendum (this "**Focus Addendum**") is a Supplemental Addendum that is incorporated into and forms an integral part of the MSA between Hudl and the Customer identified in the applicable Order. The "**MSA**" means either, as applicable, (a) the executed agreement between the parties covering the use of Hudl products and services, or (b) if none, the Master Subscription Agreement located at <https://www.hudl.com/legal/msa>. This Focus Addendum applies to Customer's purchase of a Hudl Focus camera or Focus Exchange Network subscription and/or access or use of the Focus Exchange Network and is effective as of the earlier of (i) the date of Customer's purchase of a Hudl Focus camera or a Focus Exchange Network subscription; or (ii) Customer's access to or use of the Focus Exchange Network ("**Network Effective Date**").

The MSA, any applicable Order(s), and all Supplemental Addenda (including this Focus Addendum) collectively form the "**Agreement**." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the MSA and other Supplemental Addenda.

In the event of a direct conflict between the documents comprising the Agreement, the following order of precedence shall apply: (a) Orders shall prevail solely with respect to the specific terms therein; (b) the applicable Customer Addendum shall prevail over this Focus Addendum and the MSA, but only to the extent required by applicable law or regulation; (c) this Focus Addendum shall prevail over the MSA and other Product Addenda solely with respect to the subject matter hereof; and (d) the MSA shall govern in all other respects. Except as expressly set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

1. **Scope and Provision of Hudl Focus Products.** If Customer is a School/District (as defined in the Hudl Customer Addendum for Educational Organizations) or Club (as defined in the Hudl Customer Addendum for Youth, Club, & Other Organizations) or if Customer purchases a subscription to the Focus Exchange Network as indicated on an Order, Customer understands and agrees that, as of the Network Effective Date, all of the Hudl Focus cameras owned by Customer ("**Customer's Cameras**") become part of the Focus Exchange Network and are subject to this Focus Addendum. Any reference to "**Hudl Focus camera**" in this Focus Addendum includes any model or version of a Hudl Focus camera. Customer's Cameras include any cameras purchased prior to, on, or after the Effective Date. Subject to the terms and conditions of the Agreement, if Customer's Cameras are part of the Focus Exchange Network, Hudl grants Customer a non-exclusive, non-transferable and non-sublicensable right to access and use the Focus Exchange Network for its and its Authorized Users' internal use during the Subscription Term. "**Focus Exchange Network**" means the network of Hudl Focus cameras that enables the sharing of Game Video captured by Hudl Focus cameras as well as the use of Hudl Focus cameras at shared facilities, among participating Hudl customers.
2. **Exchange of Game Video.** Customer authorizes Hudl to share the Game Video for any game that Customer schedules or otherwise initiates a recording of using a Hudl Focus camera on the Focus Exchange Network with (a) any other Hudl customer with a team identified as playing in such game if such other Hudl customer has been granted access by Hudl or its Affiliates 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 Game Video. 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 Game Video to use such Shared Game Video to the same extent as if the owner of all right, title and interest in and to such Shared Game Video. Further, any Shared Game Video is deemed Shared Data under the Agreement. Customer agrees to use the Shared Game Video in accordance with any applicable licensing or rights agreements with third parties. The foregoing license shall survive the termination or expiration of this Focus Addendum or 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 on the Focus Exchange Network (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 Addendum as well as the MSA and any Supplemental Addenda, Customer agrees that the Hudl organization customer (whether Customer or another Hudl organization 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 Video and the resulting Video shall be deemed to be uploaded by such Hudl customer to the Products. Customer acknowledges and agrees that if a dispute arises over such Video that it must work directly with the other Hudl organization 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 on the Focus Exchange Network (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 Customer 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 Game Video received by Customer pursuant to this Focus Addendum.
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 Addendum or any other agreement with Hudl or its Affiliates. Customer's right to access the Focus Exchange Network shall automatically terminate when the Agreement terminates or expires. 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 Game Video 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 Customers pursuant to Section 4 of this Focus 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 Section 2 of this Focus Addendum). Sections 1, 3, 5, 6, and 7 as well as any other provision of this Focus 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 Addendum or the Agreement, shall survive.
7. **DISCLAIMER OF WARRANTIES.**
- 7.1. THE FOCUS EXCHANGE NETWORK, ACCESS TO ANY HUDL FOCUS CAMERA, AND ANY SHARED GAME VIDEO 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 GAME VIDEO, 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 FOCUS EXCHANGE NETWORK OR ACCESS TO ANY HUDL FOCUS CAMERA WILL MEET CUSTOMER'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS.
- 7.2. 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 Game Video 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 Game Video that is received pursuant to this Focus Addendum, the use of a Hudl Focus camera or the use of the Focus Exchange Network.

Last Updated: June 1, 2026