

Hudl Fundraising Services Addendum

This Hudl Fundraising Services Addendum (this **"Fundraising Addendum"**) is a Supplemental Addendum to the MSA. This Fundraising Addendum 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 Hudl Master Subscription Agreement located at <https://www.hudl.com/legal/msa>. This Fundraising Addendum applies to Customer's purchase of, access to, or use of Fundraising Services and is effective as of the earlier of (a) the Effective Date of the MSA; (b) the date Customer accepted this Fundraising Addendum; or (c) Customer's first purchase, access, or use of any Fundraising Services.

The MSA, any applicable Order(s), and all Supplemental Addenda (including this Fundraising Addendum) collectively form the **"Agreement."** Customer agrees to the terms of the Agreement with respect to the Fundraising Services. Capitalized terms not defined in this Fundraising Addendum have the meanings given 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 applies: (a) Orders prevail solely with respect to the specific terms therein; (b) the applicable Customer Addendum shall prevail over this Fundraising Addendum and the MSA, but only to the extent required by Applicable Law; (c) this Fundraising 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. Description of Services.

- 1.1. **Fundraising Services.** The **"Fundraising Services"** mean the services and software made available to Customer by Hudl that allow Donors to make monetary contributions (each a **"Donation"**) where a portion of such contribution (the Donation Proceeds, as defined below) goes to Customer as described in Section 5 below and, if available, purchase coupon books (**"Coupon Book"**) where a portion of the proceeds from such Coupon Book purchases go to Customer as described in Section 5 below (**"Coupon Book Proceeds"**) as part of Customer's Campaign. Customer may run one or more Campaigns during the Term. The Fundraising Services are deemed to be Products under the Agreement as well as Services and Software, as applicable, under the Agreement. Further, the Fundraising Services may include facilitation by Hudl (or its agent or subcontractor) of the use of Products for an Event, either on site or virtual, with respect to a Campaign (**"Event Services"**). Event Services are deemed to be Professional Services. A Campaign may include an Event or not. Event Services are subject to availability and Hudl makes no guarantee that it will provide Event Services. Customer must have an active subscription to Services to use the Fundraising Services. The Hudl User Terms of Service and Hudl Donation Terms separately govern Donor's Donations and Coupon Book purchases, and Hudl may update such terms from time to time in its sole discretion.
- 1.2. **Changes.** Hudl may choose to suspend or terminate the Fundraising Services offered to Customer at any time in its sole discretion and without liability. Hudl may, in its sole discretion, modify, enhance, or expand the Fundraising Services at no additional cost to Customer. Hudl may also modify, enhance, or expand the Fundraising Services by providing additional features or functionality, which may, but are not required to be, added by Customer at an additional cost. Such additional cost features and functionality will be provided pursuant to a signed Order between Hudl and Customer.
- 1.3. **No Guarantees.** Hudl does not guarantee any minimum amount of Funds Raised by Customer.
- 1.4. **Age Restrictions.** Customer acknowledges and agrees that children under 13 are strictly prohibited from accessing or using certain products or services of Hudl, including the fundraising related products and services.
- 1.5. **Donor Location Restrictions.** Customer and its Authorized Users shall not use the Fundraising Services to solicit any donations or Coupon Book purchases from a potential donor or purchaser who resides in California or Hawaii.

2. Customer's Representations and Agent of the Payee.

- 2.1. **Representations.** By using the Fundraising Services, Customer represents and warrants that: (a) all information submitted to Hudl regarding Customer's organization's legal status, tax-exempt status, registration, and intended use of Funds Raised is accurate, complete, and not misleading; (b) Customer will promptly notify Hudl of any change in Customer's organization's legal status, tax-exempt status, or registration that may affect Customer's eligibility to receive Funds Raised; (c) Customer will maintain all records, acknowledgments, and filings required by Applicable Law in connection with Funds Raised by Customer; and (d) Customer will not make any false, deceptive, or misleading representations to Contacts, Donors, or others regarding Customer's organization, its status, its intended use of Funds Raised, or any other material matter, whether through the Fundraising Services or otherwise.
- 2.2. **Agent of the Payee.** Hudl collects Funds Raised as Customer's agent and remits Funds Raised to Customer as Customer's agent, as described in this Fundraising Addendum. In connection with Hudl's processing of the Funds Raised, Customer acknowledges and agrees that (a) Hudl is the agent of Customer for purposes of the payment transaction, (b) the Donor shall be deemed to be the payor for any such payment transaction, (c) Customer shall be deemed to be the payee for any such payment transaction, and (d) the Donor's obligation to pay Customer in connection with any such Funds Raised is satisfied upon receipt by Hudl of the Funds Raised, including in the event Hudl fails to remit Funds Raised to Customer. Customer agrees to fully cooperate with Hudl to ensure Hudl acts as Customer's "agent of the payee" for such transactions including, without limitation and where required by Applicable Law, by holding Hudl out to the public as accepting Funds Raised on Customer's behalf.

- 2.3. **Accuracy of Information.** Hudl does not independently verify, and makes no representation or warranty regarding, any legal obligations Customer may have with respect to soliciting Donations, soliciting Coupon Book purchases, accepting Funds Raised, conducting a Campaign or an Event, or otherwise interacting with the Fundraising Services. Customer is solely responsible for ensuring that all information relating to Customer's organization on the Fundraising Services is accurate, current, and not misleading. Hudl reserves the right, in its sole discretion, to remove, suspend, or permanently terminate Customer's organization's listing and access to the Fundraising Services at any time, with or without notice and without liability, if it determines that any information is or may be inaccurate, incomplete, or in violation of Applicable Law or this Fundraising Addendum, or for any other reason.
- 2.4. **Compliance with Applicable Law.** Customer agrees to comply with Applicable Law with respect to its access to and use of the Fundraising Services.
- 2.5. **Districts/Leagues/Conferences.** If Customer is a district, league, or conference, Customer understands and agrees that this Fundraising Addendum will automatically apply to the schools in Customer's district, league, or conference ("**Member Schools**"). Customer represents and warrants that Customer has the authority to agree to the terms of the Agreement on behalf of the Member Schools. Member Schools will each be deemed a "Customer" as used in this Fundraising Addendum.

3. Contacts and Donors.

- 3.1. **Contacts.** Through the Fundraising Services, Customer and its Authorized Users may upload, import or otherwise provide their selected contacts (each a "**Contact**") in order to solicit Donations and Coupon Book purchases as part of Customer's Campaign. Customer agrees that any Contacts entered will be for individuals at least 18 years of age or older. Customer hereby grants Hudl and its Affiliates a non-exclusive, worldwide, royalty-free license to use Contact information to solicit Donations and Coupon Book purchases on behalf of Customer and its Campaigns. Customer acknowledges that fundraising solicitations will be sent to such Contacts. Customer represents and warrants that, prior to uploading, importing, or otherwise providing the contact or personal information of any individual, it has obtained all consents, authorizations, and releases required by applicable Data Protection Legislation, and it will maintain documentation of such consents for the duration of the Term. The Contacts and any information that identifies, relates to, describes, or is reasonably capable of being associated with a particular Contact are not, and shall not be, subject to the DPA (or any similar agreement between the parties).
- 3.2. **Donors and Transaction Information.** An individual Contact becomes a Donor by completing a Donation or a Coupon Book purchase. Donors may include individuals who are the subject of a Contact or other individuals who complete a Donation or Coupon Book purchase with respect to Customer's Campaign. Any individual making a Donation or Coupon Book purchase is doing so in their individual capacity and not as an Authorized User of Customer. For Donations or Coupon Book purchases made with respect to Customer's Campaign, Hudl may provide Customer with the name, email address, and transaction information with respect to such Donations or purchases, including the Transaction Total (collectively, "**Transaction Information**"). Customer agrees to use any Transaction Information in compliance with Applicable Law, including applicable Data Protection Legislation. Information that identifies, relates to, describes, or is reasonably capable of being associated with a particular Donor is referred to as "**Donor Personal Information**." Transaction Information and Donor related information, including any Donor Personal Information, is not, and shall not be, Customer Data under the Agreement and is not, and shall not be, subject to the DPA (or any similar agreement between the parties).
- 3.3. **Fundraiser Information.** To facilitate Donations and Coupon Book purchases by Contacts and others, a profile is made for each Authorized User of Customer that is fundraising for Customer. This profile may include the fundraiser's full name, image, fundraising goal, and progress on the goal, along with team and/or organization information and fundraiser information for the Campaign ("**Fundraiser Information**"). Customer grants Hudl and its Affiliates the license and right to use, reproduce, perform, display, and otherwise share the Fundraiser Information to provide the Fundraising Services and improve their products and services, including but not limited to making such information publicly available and associating Donors, Donations, and Coupon Book purchases with a particular campaign and individual who solicited the Donations or purchase. The Fundraiser Information is deemed to be Public Content and Shared Data (as defined in the applicable Customer Addendum).

4. Grants, Trademark License, and Aggregated Data.

- 4.1. **Grant by Hudl.** Hudl grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to display Hudl's name and logo solely as necessary to use the Fundraising Services, and only as enabled through the Fundraising Services.
- 4.2. **Grant by Customer.** Customer grants Hudl and its Affiliates a non-exclusive, worldwide, sublicensable, transferable, royalty-free, fully paid-up right and license to: (a) copy, display, reformat and otherwise use any Trademarks of Customer (and, if applicable, its Member Schools) for the provision of the Fundraising Services and in connection with the promotion of Customer, its Member Schools, and their Campaigns and Events; (b) use information provided by Customer relating to Customer (and its Member Schools) and their Campaigns and Events, including content regarding the Campaigns, in connection with such promotion; (c) advertise the Campaigns and Events and sell advertising on the Fundraising Services and related communications to Donors regarding Campaigns and Events, and retain any advertising revenue with respect thereto; and (d) use aggregated or anonymized information about Customer's Campaigns, Events, Contacts, Donors, and Funds Raised, including revenue data, for product improvement, analytics, reporting, advertising, and marketing, provided such information does not identify Customer or any Contact or Donor. All licenses granted under this Section 4.2 are irrevocable during the Term, and the license in clause (d) above is perpetual. All licenses granted under this Section 4.2 shall survive termination of the Agreement. Notwithstanding anything herein to the contrary, Hudl may sell advertising on the Fundraising Services and retain such advertising revenue.

5. Fees, Payments, Taxes, and No Refunds.

- 5.1. **Donations.** For each Donation for Customer's Campaign, Customer will receive the Customer Donation Percentage multiplied by the amount of such Donation (the "**Donation Proceeds**"). The "**Customer Donation Percentage**" that applies to such Donation depends on if Customer's Campaign includes an Event. If the Campaign includes an Event, the Customer Donation Percentage is 75%. If the Campaign does not include an Event, the Customer Donation Percentage is 90%. The Customer Donation Percentage may be modified as follows: (1) on the applicable Order, or (2) may be agreed by the parties to be a higher percentage, where Hudl's agreement has been documented in Hudl's platform. Hudl will receive the amount of the Donation remaining after subtracting the Donation Proceeds. Customer acknowledges that each Donor will also be charged an additional service or processing fee for each Donation, which will be a percentage of the Donation amount as determined by Hudl in its sole discretion ("**Service Fee**"). The Service Fee is in addition to the Donation amount. Hudl may change the Service Fee at any time without liability and without notice. The Service Fee is retained by Hudl with a portion used by Hudl to cover any Payment Processing Fees. For clarity, the Donation Proceeds do not include any portion of the Service Fees or any other fees.
- 5.2. **Coupon Book Sales.** For each Coupon Book purchase for Customer's Campaign, Customer will receive the Coupon Book Proceeds, which shall be equal to forty percent (40%) ("**Customer Coupon Book Percentage**") multiplied by the Coupon Book price paid by the Donor (exclusive of any fees or taxes). The Customer Coupon Book Percentage may be modified on the Order. The remaining portion of the price paid by a Donor for a Coupon Book (i.e., the amount left after subtracting the Coupon Book Proceeds) is retained by Hudl. For clarity, the Coupon Book Proceeds do not include any portion of any service fees or other fees.
- 5.3. **Reservation of Rights.** Hudl reserves the right to delay or withhold remittance of Funds Raised in the event of suspected fraud, disputed transactions, pending investigations, or as otherwise required by law or in Hudl's sole discretion. If Hudl determines that a Donation or Coupon Book purchase was made in error or was fraudulent, Customer agrees to promptly cooperate with Hudl and, if required, promptly return the applicable funds to Hudl.
- 5.4. **Payment Processing.** One or more third-party payment processors (each, a "**Payment Processor**"), which may include Stripe, will process and collect the Donation and Coupon Book purchase amounts, and any Service Fees or other fees and taxes, from the Donor. Each Payment Processor is a Third-Party Service. Hudl is not responsible or liable for the acts, omissions, or availability of any Payment Processor. The Payment Processor may also collect from the Donor any fees charged by the Donor's credit card company, if any, and such credit card fees shall also be in addition to any other fees or taxes.
- 5.5. **Customer's Account with Payment Processor.** Unless approved by Hudl for Check Payments, Customer is required to establish and maintain an account with the applicable Payment Processor (currently, Stripe) and agrees to be bound by that Payment Processor's terms, including Stripe's Connected Account Agreement at <https://stripe.com/legal/connect-account>, as modified from time to time. Hudl may change the required Payment Processor upon written notice, and Customer must establish an account with, and agree to the terms of, any replacement Payment Processor in order to continue using the Fundraising Services. Customer warrants to Hudl that Customer will use any Third-Party Service in accordance with Applicable Law and any underlying Third-Party Service agreement. Funds Raised will be disbursed by the Payment Processor to Customer's account with the Payment Processor, unless Customer is set up to receive Check Payments.
- 5.6. **Check Payments.**
- 5.6.1. **Approval Required.** Hudl may approve Customer to receive payments of Funds Raised via check ("**Check Payment**") instead of via an account with the Payment Processor. In order for Customer to receive Check Payments, Customer is required to sign up with Tipalti and provide Customer's contact and payment information. Hudl requires a current, completed and signed IRS Form W-9 from Customer before it can make any Check Payments. If Customer fails to provide accurate and current information in Tipalti, Hudl may instead provide the Funds Raised to Customer as a credit against current or future invoices issued to Customer by Hudl for the purchase of Products.
- 5.6.2. **Agent of the Payee.** The agent of the payee provisions set forth in Section 2.2 shall apply to Check Payments, and Customer agrees to fully cooperate with Hudl to ensure Hudl acts as Customer's "agent of the payee" including, where required by Applicable Law, by holding Hudl out to the public as accepting Funds Raised on Customer's behalf.
- 5.6.3. **Payment.** Where Customer is set up to receive Check Payments, payments of Funds Raised will be made to Customer on a monthly basis, as provided in this Section 5.6.3. Hudl will use commercially reasonable efforts to make Check Payments within thirty (30) days of the close of the applicable month in which Funds Raised were received by Hudl unless the total Check Payments for a month would be less than \$250. If the total Check Payments for a month would be less than \$250, Hudl may roll the total amount of Check Payments attributable to Customer to the next month until the cumulative total of Check Payments is \$250 or more. Notwithstanding the foregoing, Hudl will pay out any outstanding Check Payments within twelve (12) months of Hudl's receipt, regardless of the amount.
- 5.6.4. **Credit and Forfeiture.** Unless prohibited by applicable law, with respect to a Check Payment, if Customer does not take the necessary steps to allow Hudl to pay out Funds Raised within fifteen (15) months from the date of receipt of Funds Raised ("**Revenue Claim Period**") and Customer has no next issued invoice to credit against during the Revenue Claim Period, Customer forfeits its right to any such Funds Raised. In such event, such Funds Raised amount will become the sole property of Hudl, and Customer will have no further claim to those funds. Hudl reserves the right to extend the Revenue Claim Period in its sole discretion in extenuating circumstances.

- 5.6.5. **Check Related Fees.** With respect to a Check Payment, if Customer fails to deposit or cash a check for Funds Raised within 90 days of issuance, such check shall be deemed void without further action by Hudl. If within the Revenue Claim Period, Hudl will reissue the check upon Customer's request; however, if beyond the Revenue Claim Period, Customer forfeits its right to any such Funds Raised, unless prohibited by applicable law. In such event, such Funds Raised amount will become the sole property of Hudl, and Customer will have no further claim to those funds. Hudl reserves the right to extend the Revenue Claim Period in its sole discretion in extenuating circumstances. Hudl in its sole discretion reserves the right to pass through any fees associated with processing a check payment to Customer (e.g. check processing fee, check rejection fee, etc).
- 5.7. **Taxes.** Customer is solely responsible for determining, collecting, reporting, and remitting any taxes applicable to Funds Raised, and for issuing any Donor tax receipts or acknowledgments required by Applicable Law. Any tax-related tools made available through the platform are provided for convenience only, and Hudl makes no representation or warranty regarding their accuracy or their compliance with the laws applicable to Customer. Hudl does not provide tax or legal advice to Customer or to any Donor.
- 5.8. **No Refunds.** Except as otherwise provided herein, Customer acknowledges and agrees that all Donations and Coupon Book purchases are final and non-refundable. Hudl reserves the right to process refunds or reversals to Donors of any Donations or Coupon Book purchases, without Customer's prior consent and without liability to Customer, in the event of system error, Donor error, suspected fraud, to comply with card-network rules or Applicable Law, or where required, requested, initiated, or authorized by the Coupon Book provider or the applicable terms with such provider, each as determined by Hudl in its sole discretion. Further, Customer agrees that Hudl may process a refund or reversal to a Donor, without Customer's prior consent and without liability to Customer, in Hudl's sole discretion. In the event of a refund or reversal of a Donation or purchase, Customer shall be responsible for the refund of the related Funds Raised and Customer agrees to promptly cooperate with Hudl. Customer agrees to, if requested by Hudl, promptly reimburse Hudl for the amount of the Funds Raised subject to the refund. Customer further authorizes Hudl to recover the amount of the Funds Raised subject to the refund from Customer's Payment Processor account and to offset such amounts against future remittances owed by Hudl to Customer, including any Check Payments.
- 6. Indemnification, Disclaimer of Warranties, and Liability.**
- 6.1. **Indemnification.** In addition to any indemnification obligations in the Agreement, Customer agrees to defend, indemnify, and hold harmless Hudl and its Affiliates from and against any and all claims, demands, suits, proceedings, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any Donations, Coupon Book purchase, Funds Raised, Campaign, Event, or fundraising activity conducted by or on behalf of Customer; (b) Customer's use or application of Funds Raised; (c) any representation made by Customer to Contacts, Donors, or others regarding its legal status, tax-exempt status, or use of Funds Raised; (d) Customer's collection, use, or disclosure of information related to Contacts, Transaction Information, Donors, or Donor Personal Information; or (e) Customer's violation of any Applicable Law, including charitable-solicitation, tax, consumer-protection, and data protection and privacy laws.
- 6.2. **Disclaimer of Warranties.** HUDL PROVIDES THE FUNDRAISING SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HUDL EXPRESSLY DISCLAIMS ANY WARRANTY THAT: (a) THE FUNDRAISING SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; (b) FUNDS RAISED THROUGH THE FUNDRAISING SERVICES WILL MEET ANY MINIMUM AMOUNT OR BE FREE FROM DISPUTES, CHARGEBACKS, OR FRAUD; AND (c) THE FUNDRAISING SERVICES WILL SATISFY ANY REGULATORY OR LEGAL REQUIREMENTS APPLICABLE TO CUSTOMER OR ANY ORGANIZATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HUDL DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 6.3. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF HUDL (INCLUDING ITS AFFILIATES AND SUPPLIERS) ARISING OUT OF OR RELATED TO THIS FUNDRAISING ADDENDUM OR THE FUNDRAISING SERVICES EXCEED THE GREATER OF (A) THE TOTAL AMOUNT OF DONATIONS AND COUPON BOOK PURCHASES, EXCLUDING ANY FUNDS RAISED, RECEIVED BY HUDL WITH RESPECT TO A CAMPAIGN IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LIABILITY, OR (B) ONE THOUSAND DOLLARS (\$1,000). THE FOREGOING LIMITATION APPLIES WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO HUDL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY SHALL GOVERN ALL CLAIMS ARISING FROM OR RELATED TO THE FUNDRAISING SERVICES AND SHALL APPLY IN LIEU OF ANY GENERAL LIMITATION OF LIABILITY SET FORTH IN THE MSA WITH RESPECT TO SUCH CLAIMS.
- 6.4. **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 FUNDRAISING ADDENDUM 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 ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
7. **No Additional Terms.** Customer shall not, directly or indirectly, amend, alter, or contract away any of its rights, liabilities, or obligations under the Agreement, or impute any liability or obligation to Hudl, through any waiver, terms, or communication with Donors ("**Additional Terms**"). Any Additional Terms that are inconsistent with the Agreement, or that purport to impose any liability or obligation on Hudl to any Donor or other third party, are void and of no force or effect, and Hudl bears no liability or obligation under any Additional Terms.

- 8. Termination and Survival.** Hudl may terminate Customer's access to the Fundraising Services at any time without notice if Customer or its Authorized Users breach any of the terms and conditions of this Fundraising Addendum or any other agreement with Hudl or its Affiliates. Customer's right to access the Fundraising Services shall automatically terminate when the Agreement terminates or expires. Sections 3, 4, 5, 6, 7, 8, 10, 11, and 12 as well as any other provision of this Fundraising Addendum which by its terms or nature is intended to continue beyond or to be performed after the expiration, termination, or cancellation of this Fundraising Addendum or the Agreement, shall survive.
- 9. Modifications.** Hudl may update or modify this Fundraising Addendum from time to time on at least thirty (30) days' prior notice of any change by email to the Team Admins on Customer's account or otherwise in accordance with the notice provision in the MSA, and will post the updated Fundraising Addendum. Unless the notice states a later effective date, a change will become effective thirty (30) days after such notice is provided. If Customer objects to a change, Customer's sole and exclusive remedy is to stop using and terminate the Fundraising Services before the change takes effect; Customer's continued use of the Fundraising Services on or after the effective date constitutes Customer's acceptance of the updated Fundraising Addendum. The then-current version of this Fundraising Addendum will apply to any renewal Subscription Term.
- 10. NCAA Regulations/Other Regulations.** Hudl is in no way affiliated with or sponsored by the NCAA. Customer is responsible for Customer's own activities in connection with the Fundraising Services, including Customer's use of any Hudl products or services. Accordingly, Customer is 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 Customer does not abide by NCAA Regulations (or any other similar rules or regulations) in connection with Customer's use of the Fundraising Services or any Hudl products or services. Hudl does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).
- 11. Interpretation.** For purposes of this Fundraising Addendum: (a) all references to "Customer" shall be deemed to include any party identified as "Organization" under the MSA, any Order, or any other document forming part of the Agreement; (b) all references to "Customer Data" shall be deemed to include "Organization Data" under the MSA, any Order, or any other document forming part of the Agreement; (c) all references to "Order" shall include any order form, purchase order, quote, or similar transaction document entered into between the parties that references Products, Services, or the fundraising services, regardless of the form or terminology used therein; and (d) where any Order or other document forming part of the Agreement refers to "Organization", such reference shall be deemed to mean "Customer" for purposes of this Fundraising Addendum.
- 12. Additional Definitions.**
- 12.1. "**Campaign**" means the fundraising activities of Customer using the Fundraising Services. Customer may have one or more Campaigns during the Term.
- 12.2. "**Donor**" means an individual who makes a Donation or purchases a Coupon Book through the Fundraising Services.
- 12.3. "**Event**" means an approximately forty-five minutes to one hour event conducted as part of a Campaign using the Event Services.
- 12.4. "**Funds Raised**" means Donation Proceeds and Coupon Book Proceeds, which are the amounts remitted to Customer.
- 12.5. "**Hudl Donation Terms**" means the Hudl donation terms and conditions applicable to Donors, as may be updated by Hudl from time to time.
- 12.6. "**Hudl User Terms of Service**" means the Hudl Terms of Service, available at www.hudl.com/terms, which may be updated from time to time by Hudl in its sole discretion.
- 12.7. "**Payment Processing Fees**" means the fees charged by the applicable Payment Processor for processing payments in connection with Donations and Coupon Book purchases.
- 12.8. "**Stripe**" means Stripe, Inc. Stripe is a Third-Party Service.
- 12.9. "**Tipalti**" means Tipalti, Inc., or its applicable affiliate. Tipalti is a Third-Party Service that is not a Third-Party Integration.
- 12.10. "**Total Funds**" means the total amounts paid by a Donor in a transaction with respect to Donations and Coupon Book purchases, exclusive of any Service Fees, Payment Processing Fees, or taxes.
- 12.11. "**Trademarks**" means trademarks, service marks, trade names, trade dress, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof.
- 12.12. "**Transaction Total**" means the Total Funds and any Service Fees, Payment Processing Fees, or taxes.

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