

HUDL HARDWARE ADDENDUM

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

1. Delivery. Hardware will be delivered to Customer’s location set forth in the Order Form (“**Delivery Point**”). Hudl will use commercially reasonable efforts to deliver all Hardware within a reasonable time after acceptance of the Order Form by Hudl, subject to Hardware availability. All shipping dates provided by Hudl are approximate and not guaranteed. If Hudl makes partial shipments, Customer is not relieved of its obligations to accept remaining deliveries. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the order. Hudl shall not be bound to tender delivery for any Hardware for which Customer has not provided shipping instructions or any other information requested by Hudl. Except as otherwise set forth on the Order Form, Customer is responsible for any taxes and similar charges owed on the sale that are not import/export taxes or duties and Hudl is responsible for import/export taxes and duties. Customer acknowledges that delivery of Hardware may be subject to import/export laws, and Customer agrees to promptly provide Hudl with any information reasonably requested by Hudl with respect to compliance with such import/export laws. Hudl is not responsible for any delay in delivery due to import/export laws or any acts or omissions of Customer. If Hudl is unable to obtain an import license for any reason, Customer agrees to assist Hudl with obtaining such import license or to obtain the import license upon Hudl’s request. Hudl reserves the right to reschedule or cancel some or all of an order as necessary due to import/export laws. Customer agrees not to move or use such Hardware outside of the country for which it was sold. Unless otherwise indicated in the Order Form, orders may not be rescheduled or cancelled by Customer for any reason. Hudl is not liable for any non-delivery of Hardware unless Customer provides Hudl with written notice to Hudl of non-delivery within five (5) business days of the date on which the Hardware should have been received in the ordinary course of events. Hudl’s sole liability for non-delivery of the Hardware will be limited to replacing the Hardware within a reasonable time or adjusting the Invoice to reflect the actual quantity delivered.
2. Title. Risk of loss passes to Customer upon delivery of the Hardware to the Delivery Point (“**Delivery**”). Title to the Hardware (excluding any Embedded Software) passes to Customer upon Delivery.

3. Inspection; Nonconforming Hardware. Customer shall inspect the Hardware within thirty (30) days of shipment ("**Inspection Period**"). Customer accepts the Hardware unless it notifies Hudl in writing of any Nonconforming Hardware during the Inspection Period and furnishes such written evidence of other documentation as reasonably required by Hudl. "**Nonconforming Hardware**" means Hardware that is not as described in the Order Form. If Customer timely notifies Hudl of any Nonconforming Hardware, Hudl will, in its sole discretion, (i) replace such Nonconforming Hardware with conforming Hardware or (ii) credit or refund the Fees associated with such Nonconforming Hardware, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer will ship, at its expense and risk of loss, the Nonconforming Hardware to the address identified by Hudl to Customer in any return instructions. If Hudl exercises its option to replace Nonconforming Hardware, Hudl will, after receiving Customer's shipment of Nonconforming Hardware, ship to Customer the replaced Hardware to the Delivery Point, at Customer's expense and risk of loss. Customer acknowledges and agrees that the remedies set forth in this Section 3 are Customer's exclusive remedies for the delivery of Nonconforming Hardware.
4. Hudl Warranties. Hudl warrants to Customer that the Hudl Hardware shall be free from defects in material and workmanship for two (2) years upon Delivery. Except where prohibited by Applicable Law, this warranty is nontransferable and is limited to the original purchaser and the country in which the product was purchased. This warranty gives Customer specific legal rights, and Customer may also have other rights, including a longer warranty duration that may vary under local laws. With respect to any breach of the warranty set forth in this Section 4, Hudl shall, in its sole discretion, either: (i) repair the Hardware using either new or refurbished parts, (ii) replace the Hardware with new or refurbished Hardware, or (iii) credit or refund the price of such Hardware, provided that, Customer follows the RMA process in Section 7 to return such Hardware to Hudl. The limited warranty set forth in this Section 4 applies to any repair, replacement part, or replacement Hardware for the remainder of the original warranty period. All replaced Hardware or parts as well as any Hardware or parts for which a refund is given shall become Hudl's property upon Hudl's receipt of the Hardware or part pursuant to Section 7. The remedies set forth in this Section 4 shall be Customer's sole and exclusive remedy and Hudl's sole liability for any breach of the limited warranty set forth in this Section 4. For purposes of this Hardware Addendum and the MSA, any accessories included with or provided for use with Hudl Hardware, including without limitation, remotes, tripods, external batteries, vests, smart watches, heart rate chest straps, and any device or equipment that are not permanently attached to the Hudl Hardware shall be deemed "**Non-Hudl Hardware**". The warranty provided under this Section 4 does not apply where the Hudl Hardware has been subjected to abnormal environmental conditions or use contrary to any instructions issued by Hudl, such as, by way of example, exposure to water, humidity, and/or high temperature. Customer acknowledges that this Section 4 does not apply to the purchase of Hardware-Enabled Software as defined in Section 6.
5. Disclaimer. EACH PARTY AGREES THAT IN ENTERING INTO THIS HARDWARE ADDENDUM 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 SECTION 4 OF THIS HARDWARE ADDENDUM. CUSTOMER ACKNOWLEDGES AND AGREES THAT NON-HUDL HARDWARE MAY BE SUBJECT TO SEPARATE WARRANTIES PROVIDED BY ITS MANUFACTURER(S) IF SUCH WARRANTIES ARE TRANSFERABLE. THE WARRANTIES IN SECTION 4 OF THIS HARDWARE ADDENDUM DO NOT APPLY TO NON-HUDL HARDWARE, AND HUDL STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO NON-HUDL HARDWARE. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS HARDWARE ADDENDUM: (A) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE HARDWARE AND RELATED 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 HARDWARE, OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT CUSTOMER'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE HARDWARE 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 HARDWARE ADDENDUM; AND (E) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4, THE HARDWARE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. HUDL ASSUMES NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE HARDWARE. IT IS CUSTOMER'S AND ITS AUTHORIZED USERS' SOLE RESPONSIBILITY TO PROPERLY INSTALL AND USE THE HARDWARE ACCORDING TO THE INSTRUCTIONS THAT ACCOMPANY THE HARDWARE; TO MAINTAIN SAFE OPERATION OF THE HARDWARE; AND TO EXERCISE REASONABLE STANDARDS OF CARE AND CAUTION AT ALL TIMES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES TO INDEMNIFY HUDL FOR ANY THIRD-PARTY CLAIM RESULTING FROM CUSTOMER'S FAILURE TO INSTALL AND USE THE HARDWARE ACCORDING TO THE ACCOMPANYING INSTRUCTIONS.

6. Voluntary Replacement. If the Hudl Hardware is damaged or otherwise unable to work with the Hardware-Enabled Software during the Term of any Agreement for which Customer has contracted to pay for Hardware-Enabled Software and such Hudl Hardware is not eligible for replacement or repair under Section 4 of this Hardware Addendum ("**Covered Hudl Hardware**"), Hudl may, in its sole discretion, (i) repair the Hudl Hardware using either new or refurbished parts, or (ii) replace Hudl Hardware with new or refurbished Hardware, provided that, Customer follows the RMA process in Section 7 to return such Covered Hudl Hardware to Hudl. The remedies set forth in this Section 6 are Customer's exclusive remedies for Covered Hudl Hardware. All returned Hardware shall become Hudl's property upon Hudl's

receipt from the Customer pursuant to Section 7. Any repaired or replacement Hardware or parts can qualify for repair or replacement under this Section 6 to the same extent as the original Covered Hudl Hardware. Hudl may require Customer to pay for shipping or the cost of such repairs, if Hudl reasonably determines that the damage is due to Customer's negligence, recklessness or intentional actions. If Hudl makes a determination to charge for shipping or repairs, Hudl will inform the Customer before incurring such costs. For purposes of this Section 6, "**Hardware-Enabled Software**" means any Software or Service that is purchased on a recurring basis and that is necessary to utilize any Hudl Hardware, including without limitation, the Hudl Focus camera.

7. RMA Process. Customer is required to contact its Hudl representative for a Return Merchandise Authorization number ("**RMA**"). Hudl will issue the requested RMA after Hudl determines that the Hardware is eligible for replacement or repair pursuant to Section 4 or 6 of this Hardware Addendum and will ship the replacement or repaired Hardware to Customer. Upon Customer's receipt of the RMA, Customer shall, within fifteen (15) days, return the defective Hardware as directed by Hudl. In either case, Customer will ship, at Hudl's expense, the defective Hardware to the address specified by Hudl in the original Hardware packaging or in equally protective packaging (which may be provided by Hudl in its sole discretion) along with any required documentation. If Hudl does not receive the defective Hardware from Customer within sixty (60) days of Hudl's shipment of the replacement Hardware, Hudl may, at its sole discretion and without further notice to Customer, invoice, or direct the applicable reseller or distributor to invoice, Customer for all such replacement Hardware in an amount determined by Hudl in its sole discretion and Customer will pay such invoice within thirty (30) days of receipt of such invoice.
8. Miscellaneous.
 - a. Hudl Focus Cameras. Customer agrees to comply with Applicable Law with respect to its access to and use of any Hudl Focus camera, 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 Hardware Addendum, the Focus Exchange Network Addendum (if applicable), and the MSA.
 - b. Wearable Hardware. Customer acknowledges that Wearable Hardware and any related Products and data are not intended to be used for medical or health care purposes or by health care professionals. Customer represents that it and its Authorized Users are not health care professionals and are not using the Products for health care purposes. With respect to Performance Data, Customer agrees that it has obtained written consent, in accordance with applicable privacy law, from any Hardware Users whose personal data is collected, stored, or processed in accordance with the MSA.
 - c. Embedded Software. The Hardware may have proprietary software installed on it ("**Embedded Software**"). Embedded Software shall be deemed Software.
 - d. 4G Terms. If the Hudl Hardware includes 4G data capabilities, Customer agrees that the 4G Terms found at <https://www.hudl.com/legal/agreements/wireless-data> (the "**4G Terms**") will apply to such wireless data capabilities and that Hudl may update the 4G

Terms upon thirty (30) days' notice by providing email notice of such change to the Team Admins on Customer's account.

- e. Survival. Any provision of this Hardware Addendum which by its terms or nature is intended to continue beyond or to be performed after the expiration, termination, or cancellation of this Hardware Addendum, shall survive.