

HUDL LICENSING MASTER SUBSCRIPTION AGREEMENT

This Hudl Licensing Master Subscription Agreement (this “**LMSA**”) is entered into between Hudl and the customer identified on the Order Form (“**Customer**”), effective as of the latest date beneath the signatures in the first Order Form signed by both parties that references this LMSA (“**Effective Date**”). Capitalized terms are defined in Section 13 and elsewhere in this LMSA. This LMSA and all Order Forms govern Customer’s access to and use of the Services, Content, and Derivative Works. If there are any conflicts between this LMSA and any Order Form, Order Forms prevail over this LMSA solely with respect to their respective subject matter. The LMSA and any Order Forms entered into pursuant to this LMSA shall be referred to as this “**Agreement**”. If the Customer purchases a subscription to other Hudl Products not covered under this LMSA, the terms of the MSA, as provided in Section 13.28, shall apply with respect to the use of those products.

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

1. SERVICES AND CONTENT.

- 1.1. **Services.** Hudl will (a) provide applicable standard support for the Services 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 Services in accordance with Applicable Law, subject to Customer’s use of the Services in accordance with this Agreement. Hudl grants Customer the non-exclusive and non-transferable (except pursuant to Section 12.3) right to access and use the online Services and Content during the Term, subject to the terms of this Agreement. Hudl and its Affiliates reserve the right, in their sole discretion, to make any changes to the Services that Hudl deems necessary or useful to (x) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (y) comply with Applicable Law. Hudl will use commercially reasonable efforts to give Customer advance written notice of any changes which are reasonably likely to have a material impact on Customer’s use of the Services.
- 1.2. **Content.** Any Content made available to Customer via the Services is provided “as-is” and is for Customer’s Internal Business Purposes. 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. 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 Authorized Users and not by any of Customer’s Affiliates or any third party. Customer will delete and immediately stop using Content upon the (i) written request of Hudl; or in any case (ii) conclusion of the Subscription Term of this Agreement.

2. USE OF SERVICES AND CONTENT.

- 2.1. **Subscriptions.** Unless otherwise provided in the Order Form, (a) Customer purchases the Services 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 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. Unless otherwise provided in the Order Form, Customer acknowledges and agrees that login credentials for the Services and Content accessed using such credentials are individual and may be used only by Customer and not by any of Customer’s Affiliates or third parties (unless they are an Authorized User, and their credentials are used for Customer’s benefit as authorized herein).
- 2.2. **Customer Responsibilities.** Customer is responsible (a) for the use of the Services and Content only in accordance with this Agreement and Applicable Laws; (b) for its Authorized Third-Parties’ use of the Derivative Works in compliance with Section 4 below; (c) for using commercially reasonable efforts to prevent unauthorized access to or use of the Services and Content and notify Hudl promptly of such unauthorized access or use, and (d) for creating Derivative Works only in accordance with this Agreement. Any use of the Services, Content and Derivative Works in breach of the foregoing by Customer, its Authorized Users and Authorized Third Parties 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 access to the Services and Content; 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 to the extent expressly permitted by this Agreement, Customer and Authorized Users will not, directly or indirectly, (a) copy, modify, duplicate, train or develop any machine learning or artificial intelligence models or algorithms or similar or related technology with, republish, display, transmit or distribute all or any portion of any 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 Services 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) bypass or breach any security device or protection used by any Services or access or use the Services other than by the Customer itself using only the access credentials specifically allocated to it; (d) input, upload, transmit or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;

(e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Hudl's systems or Hudl's provision of Services to any third party; (f) 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 Content or any other Hudl materials; (g) access or use the Services 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; (h) use download acceleration tools, download management software, or otherwise abuse access to any Service and Content in a way that strains or harms Hudl's systems; (i) broadcast, resell, publish, redistribute or otherwise use or make the Content public or otherwise accessible by anyone other than the Customer itself; or (j) use the Content in any way other than for Customer's Internal Business Purposes.

2.4. Use of Content. Subject to the restrictions provided in Section 2.3, the Customer and Authorized Users are allowed to use the Content and Raw Data: (a) to remix, transform or build upon the Content or to aggregate Raw Data to create Derivative Works, using or incorporating elements of the Content and/or Raw Data, including but not limited to Customer Products and/or any new information generated through analysis, combination or processing of Content and Raw Data, provided that the Customer shall not copy, reproduce, or resell the Content or Raw Data in their original or substantially unaltered form, and, except in the case of Objective Data, shall process such Content or Raw Data into Derivative Works. For the avoidance of doubt, if the Content includes any Video, such audiovisual material shall not be provided, in whole or in part, to any Authorized Third-Party through Customer Products; and (b) distribute, resell and/or make available the Derivative Works or Customer Products to the Authorized-Third Parties for business use in the professional sport industry, which may include scouting, education, coaching, tutorials, and/or sport analysis. For sake of clarity, merely changing the format of the Raw Data and/or Content will not comprise a Derivative Work and will be considered a breach of the restrictions provided under Section 2.3. Parties agree that failure to comply with this Section 2.4. is considered a material breach incapable of cure and therefore Hudl shall have the right to terminate this Agreement with immediate effect in accordance with Section 8.3 a), i) of the LMSA.

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 use and all other aspects of the Customer Data.

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 9.2 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.

4. DERIVATIVE WORKS.

4.1. Authorized Agreement.

a) Any provision or distribution of Derivative Works to Authorized Third-Parties shall be on written terms signed by the Customer and each relevant Authorized Third-Party ("**Authorized Agreement**"). Such Authorized Agreement shall include, without limitation, the following terms:

(i) Authorized Third-Parties are granted a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Derivative Works solely for their internal purposes and exclusively through access provided by the Customer's Products.

(ii) No Derivative Works shall be transmitted, sublicensed, or otherwise made available to any third party other than Authorized Third-Parties who are part of the same organizational structure as the Authorized Third-Parties.

(iii) The Customer shall be responsible for monitoring the Authorized Third-Parties' use of the Derivative Works and ensuring their full compliance with the terms of the applicable Authorized Agreement.

b) For clarity, nothing in the Section 4.1 shall relieve the Customer of its obligations under this Agreement. The Customer shall remain at all times subject to the provisions set forth in Sections 2.3 and 2.4 of this Agreement.

4.2. Customer Products. Customer grants to Hudl and its Affiliates full, continuous and uninterrupted access to the

Customer Product at all times throughout the Term of this Agreement, including all necessary licenses, access,

password and /or assistance reasonably required by Hudl to monitor the Customer's use of Content and Services in compliance with this LMSA.

- 4.3. Breach Notification. The Customer shall promptly notify Hudl and/or its Affiliates in writing of any suspected or identified breach of any provision provided under this Section by any Authorized Customer.
- 4.4. Authorized Third-Parties. During the Term, the Customer is required to provide Hudl, at least twice a year, and in any case within 14 days of any Hudl request, with a written report setting out: (a) the number and names of the specific Authorized Third-Parties to whom the Customer has supplied Derivative Works in the Term to date; and (b) the dates on which the Customer commenced the supply of Derivative Works to Authorized Third-Parties and/or ceased to supply of any Derivative Works to Authorized Third-Parties.

5. INTELLECTUAL PROPERTY.

- 5.1. 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 Services and Content; any and all related and underlying technology, websites, and documentation with respect to any of the foregoing; Usage Data; 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 Customer. Notwithstanding anything 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.
- 5.2. 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 would allow a Customer or an individual to be identified with a third party other than their service providers except to the extent that the Usage Data is aggregated and anonymized such that neither Customer nor any individual can be identified.

6. PAYMENT.

- 6.1. Fees. Customer will pay Hudl the Fees as specified in the Invoice. Except as otherwise specified in an Order Form, (i) Fees are based on Services purchased and not Customer's actual usage, (ii) payment obligations are non-cancellable and Fees paid are nonrefundable (except as provided in Section 8.4), and (iii) quantities purchased cannot be decreased during the Term, and (iv) Fees are due as set forth on the Invoice and are payable by Customer in full, without any set-off, counterclaim, deduction or withholding.
- 6.2. Purchase Orders. If Customer issues a purchase order upon entering into an Order Form, 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 LMSA, the applicable Order Form 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, 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.
- 6.3. 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 maximum rate permitted by Applicable Law. Hudl may also condition future renewals, Order Forms on payment terms shorter than those specified in the Order Form or this Agreement.
- 6.4. Suspension of Services and Acceleration. If any Fees or other amounts owed by Customer under this or any other agreement with Hudl or its Affiliates become overdue, Hudl may, without limiting its other rights and remedies, (i) immediately suspend or revoke access to the Services until such amounts are paid in full, and (ii) if such amounts remain unpaid for more than 15 days, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable.
- 6.5. Payment Disputes. Hudl will not exercise its rights under Sections 6.3 or 6.4 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.
- 6.6. 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.
- 6.7. Reseller Orders. If Customer orders 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 Services for account management and billing purposes; (b) the termination provisions of Section 6.4 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 Services.

7. CONFIDENTIALITY.

- 7.1. **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.
- 7.2. **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.
- 7.3. **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 7. 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.
- 7.4. **Injunctive Relief.** A breach, or threatened breach, by a party of its obligations under this Section 7 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.
- 7.5. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, a receiving party’s obligations under this Section 7 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.

8. TERM AND TERMINATION.

- 8.1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall continue until all Order Forms that reference this LMSA have expired (the “**Term**”), unless earlier terminated as provided in this Agreement. Notwithstanding the foregoing, Customer’s use of the Services outlined in an Order Form shall be governed by this Agreement until Customer and Hudl enter into a new signed agreement for the Services.
- 8.2. **Term of Order Forms.** The Subscription Term of each subscription for Services 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.
- 8.3. **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. For the avoidance of doubt, a material breach includes any failure to comply with the obligations set forth in this Agreement, including but not limited to Sections 2, 3, 4, 6, 7, 8, 9 and 12.

- 8.4. Effect of Termination. If Customer terminates this Agreement pursuant to Section 8.3, 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 8.3, Customer will pay any unpaid Fees under any Order Form, which Fees shall become immediately due and payable, to the extent permitted by Applicable Law. In no event will the 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 hereunder without further notice. Upon termination, Customer shall immediately cease use of all Services and Content and Hudl may disable all Customer and Authorized User access to Services.
- 8.5. Survival. The licenses in Section 1.2 and Sections 6.7, 7, 9.2, 10.4, 12 and those additional Sections or sub-Sections that expressly or by their nature or by implication survive termination, shall survive termination of this Agreement.

9. WARRANTIES; DISCLAIMER.

- 9.1. Hudl Warranties. Hudl warrants that during the Term (i) the Services will be capable of performing, in all material respects, in accordance with Section 1.1; (ii) the Services 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 Services will be provided in a professional and workmanlike manner. Customer acknowledges that its exclusive remedy for any breach of the warranties in this Section are those described in Sections 8.3 and 8.4.
- 9.2. 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. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ITS RESULTS AND INFORMATION OBTAINED FROM ITS USE OF THE SERVICES, CONTENT, AND DERIVATIVE WORKS FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR (I) ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, RAW DATA OR CONTENT, (II) ANY INSTRUCTIONS, SCRIPTS, OR CUSTOMER MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY CUSTOMER IN CONNECTION WITH THE SERVICES, CONTENT AND DERIVATIVE WORKS, (III) OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT CUSTOMER'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE SERVICES 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 9, THE SERVICES, AND CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.**

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 (the "**Indemnified Services**") 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 Services 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 Service(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Service(s); (b) procure for Customer the right to continue using the Indemnified Service(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 Service(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 Service by any party other than Hudl or is based on Customer's specifications or requirements; (2) the combination of the Indemnified Services with products or processes not provided by Hudl; (3) any use of the Indemnified Services in material breach of this Agreement; or (4) any Indemnified Service(s) provided as a free trial or under an Order Form for which there is no charge.
- 10.2. Customer's Indemnity. To the extent permitted by Applicable Law, 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 Customer's redistribution or use of the Content and/or Derivative Works other than the business use in the professional sport industry solely in accordance with this Agreement, 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 indemnification 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. THE LIMITATIONS SET FORTH IN THIS SECTION 11.1 WILL NOT (A) APPLY TO THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF EITHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) LIMIT HUDL'S PAYMENT OBLIGATIONS UNDER SECTION 8.4.

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 Services 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 Services 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, as amended, and the UK Bribery Act 2010, as amended. 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) 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; or (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). If Customer is a U.S. state or local government entity and Applicable Law prohibits Customer from agreeing to the Governing Laws or Governing Courts other than those of Customer's jurisdiction, then those of Customer's jurisdiction shall govern and have exclusive jurisdiction to the extent required by Applicable Law.
- 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 the Order Form, 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 Services and Content in which the Intellectual Property Rights in such Services 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. "**API**" means application programming interface.
- 13.4. "**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.

- 13.5. **“Authorized Third-Party(ies)”** means the individual and/or the entity operating in the sports industry that, by virtue of the Authorized Agreement, has been granted by the Customer a license to use the Derivative Works through the Customer Product(s).
- 13.6. **“Authorized User(s)”** means individuals within the Customer's organization and/or any other person requested by Customer and approved by a director (or above) of Hudl in writing (email to suffice) who are granted access to Service, Content and Raw Data provided by Hudl under this LMSA.
- 13.7. **“Authorized Agreement”** means the written agreement acknowledged by the Customer and Authorized Third-Parties for the provision of Derivative Works. For the sake of clarity, such agreement shall comply with Section 4.
- 13.8. **“Business Contact Information”** means the name, email, organization, and role for Customer’s administrative and team contacts, excluding players and students, entered by or on behalf of Customer or any Authorized User through the Products.
- 13.9. **“Confidential Information”** has the meaning given to it in Section 7.1.
- 13.10. **“Content”** means all Video, statistics, and data provided to Customer by or on behalf of Hudl or its Affiliates, whether provided via the 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.
- 13.11. **“Customer”** is the customer identified on the Order Form.
- 13.12. **“Customer Data”** means any information or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User, including all Intellectual Property Rights in any of the foregoing, but excluding Business Contact Information and Usage Data.
- 13.13. **“Customer Product(s)”** means any products or solutions which include Derivative Works developed by the Customer utilizing the Content and Raw Data including but not limited to Customer’s proprietary databases, metrics, dashboards, reports, digital platforms, tables, software, and consultancy services. Such Customer Products are created through the analysis, combination or processing of the Content or Raw Data, and are intended for professional use within the sports industry, including but not limited to scouting, education, coaching, tutorials, and sports analysis. Customer Products may be supplied by the Customer to Authorized Third-Parties, and any such supply shall include the contractual clauses set forth in Section 4.1 of this Agreement. Customer Products shall at all times comply with the restrictions set forth in Section 2.3 and 2.4 of this Agreement.
- 13.14. **“DPA”** means the Data Processing Addendum found at <https://www.hudl.com/legal/agreements/data-processing-addendum>.
- 13.15. **“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.
- 13.16. **“Derivative Works”** means the work, elaboration, reworking, creation, reorganization, reassembly, combination, and process made by the Customer using Content and/or Raw Data provided by Hudl through the Services.
- 13.17. **“Effective Date”** has the meaning given to it in the Preamble.
- 13.18. **“Feedback”** means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Services, whether solicited by Hudl or its Affiliates or provided by Customer without any such solicitation.
- 13.19. **“Fees”** means any amounts owed by Customer, as specified in the Order Form for the Services, with such amounts and the bank account details for payment being specified in the Invoice.
- 13.20. **“Force Majeure Events”** has the meaning given to it in Section 12.8 .
- 13.21. **“Governing Laws”** and **“Governing Courts”** mean the laws and courts set forth below:

Hudl Contracting Party	Governing Laws	Governing Courts
Hudl, 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 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
Hudl Ireland Limited	The laws of England and Wales	The courts of England and Wales
Hudl Japan K.K.	The laws of Japan	The courts 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 Spain	The courts of Barcelona, Spain
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

- 13.22. **“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).
- 13.23. **“Hudl”** means the Hudl Contracting Party.
- 13.24. **“Hudl Contracting Party”** means the member of the Hudl group identified on the applicable Order Form. If Customer orders through a Reseller, the Hudl Contracting Party means the member of the Hudl group that has authorized the Reseller.
- 13.25. **“Hudl Products”** means all products included in the Hudl product suite that are, from time to time, made available by Hudl, excluding the Services.
- 13.26. **“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.
- 13.27. **“Invoice”** means an invoice issued by Hudl or a Reseller for the Fees for the Services pursuant to the Agreement.
- 13.28. **“MSA”** means the Master Subscription Agreement found at <https://www.hudl.com/legal/agreements/master-subscription> which rules the usage of all Hudl Products except the Services provided under this LMSA.
- 13.29. **“Objective Data”** means factual information established or officially determined during a sporting event by the organization and/or entities managing the official competition, which is not subject to interpretation and/or elaboration and can be independently verified and found by any third parties, such as, by way of example, final score, goals, yellow/red cards, minutes played, fouls, substitutions, team sheets, and any other officially recorded outcome from the sporting event.
- 13.30. **“Order Form”** means the Hudl-issued order form that has been signed by Customer and Hudl and references the LMSA or signed agreement between the parties relating specifically to the Services covered under this LMSA.
- 13.31. **“Purchase Order”** has the meaning given to it in Section 6.2.
- 13.32. **“Raw Data”** means a set of information that is collected from a source in its initial state without being

processed by algorithm, machine, or human (e.g., numbers, instrument readings, figures, etc.) which constitutes part of the Content.

- 13.33. “**Reseller**” has the meaning given to it in the Preamble.
- 13.34. “**Representatives**” has the meaning given to it in Section 7.3.
- 13.35. “**Services**” means the API online services and/or access described in the Order Form governed by the LMSA . “Services” do not include any Content accessible through any such Services.
- 13.36. “**Subscription Term**” has the meaning given to it in Section 2.1.
- 13.37. “**Taxes**” has the meaning given to it in Section 6.6.
- 13.38. “**Term**” means the period of time described in Section 8.1.
- 13.39. “**Usage Data**” means data and information related to Customer's use of the Services 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 Services.
- 13.40. “**Video**” means any audiovisual recording or representation or video of an athletic competition between teams that is generally accessible to the public, 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 such audiovisual recording or representation or video, and includes all statistics and data associated therewith..

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