

Hudl Master Subscription Agreement

This Hudl Master Subscription Agreement ("**MSA**") is entered into between Hudl and the customer identified on the Order ("**Customer**"). The MSA and Orders govern Customer's access to and use of Products and Professional Services, as well as the access to and use of Products by Authorized Users. This MSA is effective as of the earlier of: (a) the date the first Order referencing this MSA is signed by both parties, or (b) the date Customer first accesses or uses the Products ("**Effective Date**"). Capitalized terms are defined in Section 15 and elsewhere in this Agreement. This MSA, together with each Order, the AUP, and any applicable Supplemental Addenda form the entire agreement between Hudl and Customer (collectively, this "**Agreement**"). The Agreement supersedes all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral, relating to the subject matter herein.

If applicable in order to access the Products, Customer shall ensure its Authorized Users agree to and comply with Hudl's User Terms of Service, available at <https://www.hudl.com/terms>, ("**User Terms**") before such Authorized Users access or use the Products. Authorized Users must also comply with the AUP when using the Products. Except as otherwise set forth in the User Terms, Customer remains responsible for its Authorized Users' use of the Products.

In case of conflict between the documents comprising this Agreement, the following order of precedence shall apply unless otherwise agreed in writing: (a) applicable Order, (b) applicable Supplemental Addenda, (c) this MSA, and (d) the AUP. The order of precedence for any Requested Addenda incorporated into the Agreement pursuant to Section 6.3 shall be governed by the applicable Hudl Customer Addendum. In case of conflict between the User Terms and this MSA, this MSA shall prevail with respect to Customer's rights and obligations.

1. Products and Content.

- 1.1. **Generally.** Subject to the terms of this Agreement and the payment of all applicable Fees, Hudl provides Customer the Products identified in an Order, which may include any combination of Services, Software, and Hardware. Customer may use Products only for Customer Purposes.
- 1.2. **Services.** Subject to the terms of this Agreement, Hudl grants Customer the non-exclusive, non-transferable (except pursuant to Section 14.3) right for Authorized Users to access and use the online Services during the Subscription Term for Customer Purposes.
- 1.3. **Software.** Subject to the terms of this Agreement, Hudl grants Customer a limited, non-transferable (except pursuant to Section 14.3), non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of Software for Customer Purposes. Software includes updates and upgrades during the Subscription Term. Hudl shall have no obligation to support previous Software releases or versions more than twelve (12) months after the date Hudl releases a subsequent version of the Software. Customer acknowledges that continued use of unsupported Software versions may present security and compatibility risks. Customer assumes all such risks, and Hudl shall have no liability for any security breaches, data loss, or performance issues arising from the use of unsupported Software versions.
- 1.4. **Product Commitments.** Subject to Customer's use of Products in accordance with this Agreement, Hudl will (a) provide applicable standard support for the Products to Customer at no additional charge, (b) use commercially reasonable efforts to make the Services and Content available 24 hours a day, 7 days a week, excluding planned downtime, emergency maintenance, and unavailability caused by Force Majeure Events, and (c) provide the Products in accordance with Applicable Law.
- 1.5. **Product Changes.** Hudl and its Affiliates reserve the right, in their sole discretion, to make any changes to the Products that Hudl deems necessary or useful to maintain or enhance the quality, delivery, competitive strength, cost efficiency, or performance of the Products or to comply with Applicable Law. Hudl will use commercially reasonable efforts to give Customer advance written notice of any changes that are reasonably likely to have a material impact on Customer's use of the Products, except where such changes are required to address security vulnerabilities or comply with Applicable Law, in which case Hudl will provide notice as soon as reasonably practicable.
- 1.6. **Content.** The Content made available to Customer via the Products is provided "AS-IS" and only for Customer Purposes. Customer agrees (a) to use Content only as permitted by the Products; and (b) to delete, destroy and promptly stop using Content at the end of the Subscription Term for the applicable Product(s). 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 to host and provide such Content on such Products.
- 1.7. **API.** If Customer purchases any Products that include APIs, Hudl will provide any associated Content in the manner indicated on the Order, which may include API, XML, JSON or any other means designated by Hudl or its Affiliate from time to time.

2. Use of Products and Content.

- 2.1. **Subscriptions.** Certain Products are purchased as a subscription for the term stated in the applicable Order ("**Subscription Term**"). Customer can purchase additional Products during a Subscription Term by signing a new Order. Hudl may, at its discretion, charge a prorated amount for Products purchased mid-Subscription Term for the remainder of that Subscription Term to align renewal dates for Customer. Such proration shall be calculated on a daily basis from the purchase date through the end of the then-current Subscription Term.
- 2.2. **Customer Responsibilities.** Customer is responsible for all activities that occur under its and its Authorized Users' accounts, regardless of whether Customer authorized such activities. Customer is responsible (a) for its Authorized Users' use of the Products and Content and compliance with this Agreement, except as otherwise set forth in any applicable Supplemental

Addenda; (b) for the accuracy and quality of, and its right to use and provide to Hudl and its Affiliates, all Customer Data; (c) for using commercially reasonable efforts to prevent unauthorized access to or use of the Products and Content, and to notify Hudl promptly of any unauthorized access or use; and (d) for using the Products and Content only in accordance with this Agreement and Applicable Laws. Any use of the Products and Content in breach of the foregoing by Customer or its Authorized Users 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 or an Authorized User's access to the Products, provided, however, that Hudl shall have no obligation to provide prior notice or an opportunity to cure in the case of (a) any unauthorized use of the Products and/or Content, or (b) any other material or willful breach by Customer or any Authorized User.

- 2.3. **Authorized Users.** Customer may invite Authorized Users to access and use the Products on Customer's behalf. Access is subject to Authorized User's separate agreement to User Terms. Customer is solely responsible for: (a) determining which individuals are appropriate to be invited as Authorized Users, consistent with the applicable Hudl Customer Addendum; (b) managing all access rights for Authorized Users, including granting, modifying, and revoking access; and (c) exercising appropriate oversight and control over Authorized Users who act on behalf of third parties, including parents or legal guardians of minors. Hudl is not responsible for monitoring or enforcing individual Authorized User access. Authorized Users' right to access the Products is contingent upon continued compliance with the User Terms and Customer's proper management of such access.
- 2.4. **Authorized Third Parties.** Customer's Authorized Users are deemed to include Authorized Third Parties, subject to this Section 2.4. To request access for an individual as an Authorized Third Party, Customer shall submit a written request (email to suffice) to Hudl identifying the individual, the applicable Authorized Third Party category (as specified in the applicable Hudl Customer Addendum), and the specific Products and Content to be accessed by such individual. Such individual shall only become an Authorized Third Party upon Hudl, Customer, and such individual entering into Hudl's standard third-party access authorization agreement (the "**Third Party Access Agreement**"). Hudl has no obligation to enter into any such Third Party Access Agreement and any approvals by Hudl for an individual to become an Authorized Third Party are at Hudl's sole discretion. The Third Party Access Agreement governs the terms of such access and is in addition to, and does not supersede, this Agreement. No implied, deemed, or constructive approval shall arise from Hudl's silence, delay, or any course of dealing between the parties. Hudl may, in its sole discretion, withdraw approval for and suspend or terminate an Authorized Third Party's access to the Products or Content without prior notice, and without liability, if Hudl reasonably believes (a) the criteria for Authorized Third Party access is no longer met, or (b) the Authorized Third Party has breached any terms of this Agreement, the applicable Third Party Access Agreement, or the User Terms. Upon termination of the Third Party Access Agreement, any such Authorized Third Parties shall no longer be Authorized Users and shall no longer be allowed to access or use any Products or Content under this Agreement.
- 2.5. **Login Credentials.** Customer acknowledges and agrees that login credentials for the Products are individual and may be used only by Authorized Users, not by any of Customer's Affiliates or third parties (unless such third parties are Authorized Users, using the Products for Customer Purposes).
- 2.6. **Restrictions.** Except to the extent expressly permitted by this Agreement, Customer will not, directly or indirectly, (a) copy, modify, translate, duplicate, create derivative works from, benchmark, or use the Products or Content to build a competing product or service, or train or develop any machine learning or artificial intelligence models or algorithms or similar or related technology with, create improvements of, frame, mirror, republish, display, transmit or distribute all or any portion of any Product and/or 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 Product and/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) reverse engineer, disassemble, decompile, decode or adapt any Product, in whole or in part, or otherwise attempt to derive or gain access to the Source Code of any Product, in whole or in part, except to the extent such restriction is permitted by Applicable Law; (d) bypass or breach any security device or protection used by any Product or access or use the Products other than by an Authorized User using only the access credentials specifically allocated to that Authorized User; (e) input, upload, transmit or otherwise provide to or through the Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Products, Hudl's systems or Hudl's provision of services to any third party; (g) 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 Products or any other Hudl materials, including any copy thereof and any Content; (h) access or use the Products and/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; (i) use download acceleration tools, download management software, or otherwise abuse access to any Product in a way that strains or harms Hudl's systems; (j) broadcast, resell, publish, redistribute or otherwise use or make the Content public or otherwise accessible by anyone other than Authorized Users; or (k) use the Products or Content in any way other than for Customer Purposes.
- 2.7. **Storage.** Storage limits may be associated with certain Products. If Customer's account is allocated a specific amount of storage capacity as described in Hudl's product-specific documentation, exceeding any applicable storage capacity is prohibited and may prevent Customer from adding more Customer Data to Customer's account. Additional storage may be available for purchase.
- 2.8. **Minors.** Customer acknowledges and agrees that children under the age of 13 are not permitted to be Authorized Users of the Products. Customer shall not knowingly permit, facilitate or enable any child under age 13 to create or maintain an account, use the Products, or be Authorized Users in any way.

3. Customer Data.

- 3.1. **Generally.** Between the parties, Customer owns all rights, title and interest in and to Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use, and all other aspects of Customer Data. Subject to the terms of this Agreement, Customer hereby grants Hudl and its Affiliates and each of their service providers a non-exclusive, worldwide, non-transferable (except pursuant to Section 14.3), royalty-free right and license to process, host, copy, display, use, and distribute Customer Data solely to the extent necessary to: (a) provide Products, including related training and onboarding, to and support for Customer; (b) comply with legal obligations; or (c) enforce this Agreement.
- 3.2. **Customer Data Privacy.** Each party will comply with its obligations under the applicable 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. Each party will comply with its obligations under the Hudl Data Processing Addendum, available at <https://www.hudl.com/legal/msa/dpa> ("**DPA**"). The DPA is incorporated into the MSA by this reference.
- 3.3. **Protection of Customer Data.** Without limiting Section 10.3 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.
- 3.4. **Data Requests.** If Customer requests access to Customer Data uploaded by its Authorized Users, Hudl will process such requests in accordance with the Hudl Privacy Policy and DPA, and subject to Applicable Law, technical feasibility, and any conflicting rights of data subjects. Hudl may require reasonable authentication and may charge reasonable fees for out-of-scope assistance, unless prohibited by Applicable Law.
- 3.5. **Messages.** The Products may contain messaging and other interactive features that allow Authorized Users to post, submit, publish, display, or transmit to other Authorized Users within a certain Team, if applicable, or Customer content or materials on or through the Products ("**Messages**").
- 3.6. **Hudl AI.** Subject to the terms of this Agreement, Hudl makes available to Customer and its Authorized Users certain artificial intelligence tools ("**Hudl AI**") in connection with the Products that generate data, text, reports, analytics, results, images, playlists, and other information (collectively, "**Output**") in response to Customer's and its Authorized Users' prompts, inputs, requests, or requests for a report or summary (collectively, "**Prompts**"). When Customer uses Hudl AI, Prompts and Output are considered Customer Data, except to the extent such Output is not unique to Customer, is generated by Hudl's AI-powered support tools (including any support chatbots contained within the Products), or contains Content, Hudl Technology, Hudl intellectual property, or third-party intellectual property or data, in which case such Output shall not be considered Customer Data and all right, title, and interest therein shall remain with Hudl or the applicable third-party. Hudl AI may be provided through one or more third-party AI service providers ("**AI Service Providers**"), and deemed Third-Party Services in such case, and Customer acknowledges that Prompts and Output, including any Customer Data contained therein, may be shared with and processed by such AI Service Providers to enable Customer's use of Hudl AI and for other business purposes consistent with this Agreement.
- 3.6.1. **Prompts and Output.** Customer grants Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except pursuant to Section 14.3) and perpetual license and right to use, reproduce, display, process, and otherwise utilize Prompts and Outputs to provide, maintain, support, develop, and improve Hudl's and its Affiliates' products and services, including Hudl AI, and to comply with Applicable Law. For the avoidance of doubt, the foregoing license does not include the right to use Customer Data to train any machine learning or foundational AI models of AI Service Providers. Customer acknowledges that due to the nature of machine learning and the technology powering Hudl AI, Output may not be unique and Hudl AI may generate the same or similar Output for other Hudl customers or third parties. To the extent any Output is not unique to Customer, such Output shall not be considered Customer Data. All Output generated by Hudl's AI-powered support tools, which are trained on Hudl's internal support records, is and shall remain the sole property of Hudl and shall not be considered Customer Data. Prompts and Output licensed to Hudl under this Section 3.6.1 are not subject to the DPA.
- 3.6.2. **Customer Responsibilities.** Due to the nature of generative AI, the Output may be unpredictable and may include inaccurate or harmful responses. Without limiting the disclaimers in Section 10.3, Customer is solely responsible for reviewing the Output for accuracy, safety, and compliance with Applicable Laws and any acceptable use policies. Hudl does not make any representations with respect to the AI Service Providers or any Output provided in connection therewith and is provided "AS-IS." Customer represents and warrants that (a) it will maintain human oversight and verification of any Output prior to reliance or use; and (b) it shall not, and it shall ensure its Authorized Users do not, use any data mining or similar data gathering or extraction methods in connection with Hudl AI, for example, for purposes of identifying or extracting training data associated with any Product using Hudl AI. Customer uses any Output at its own risk. Customer remains solely responsible for the content, legality, accuracy, and completeness of the Prompts. Customer agrees to comply with all Applicable Laws with respect to its use of Hudl AI and will not use Hudl AI for any unlawful or unauthorized purposes. Customer shall not use any Prompts or Output that, to Customer's knowledge: (a) infringe or misappropriate any third party's intellectual or proprietary rights; (b) are deceptive, discriminatory, defamatory, obscene, illegal, or pornographic; or (c) contain any viruses, worms, or other malicious computer programming codes that may damage the Products. Hudl reserves the right to immediately suspend or terminate Customer's access to Hudl AI, without liability to Customer, upon Hudl's reasonable determination that Customer or any Authorized User has materially violated the prohibited use provisions of this Section 3.6.2, or that Customer's use of Hudl AI poses a material risk to Hudl, its customers, or any third party. For any other failure to comply with this Section 3.6.2, Hudl will provide Customer notice and a reasonable opportunity to cure.

4. Video Licenses.

- 4.1. **Customer-Controlled Video Sharing.** The Services include the capability for Customer, at its option and in its sole discretion, to share Video with other customers of Hudl or its Affiliates ("**Video Recipients**"). Customer acknowledges and agrees that: (a) Hudl and its Affiliates shall not be responsible for the acts or omissions of any Video Recipients with respect to such Video; and (b) the copy of such Video shared with any Video Recipients will be deemed to be Shared Data.
- 4.2. **Open Exchange Service and Game Video License.** If Customer uploads Game Video to the Services; uploads Game Video to, purchases, or uses any Open Exchange Service; or otherwise authorizes Hudl or its Affiliates to add any particular Game Video to the Services via the Platform (whether by use of features in the Services, hyperlink, file sharing platform, or other means, or in writing), Customer acknowledges and agrees that: (a) Game Video will be added to Hudl's and its Affiliates' content library, available to users of their products and services; (b) the copy of the Game Video added to the content library will be deemed to be Shared Data; and (c) Customer grants to Hudl and its Affiliates the license rights specified in the applicable Hudl Customer Addendum regarding such Shared Data. Customer represents and warrants that it owns or is authorized to grant the rights in this Section 4.2 and that providing such Game Video does not infringe upon any Intellectual Property Rights or other rights of any third parties, or violate any Applicable Laws.
- 4.3. **Game Video Analysis Products.** Hudl may offer Products that include the ability to analyze, tag, or break down Game Video. If Customer purchases or uses such Products, Customer agrees that: (a) Hudl may maintain a copy of such Game Video; (b) the copy of such Game Video will be deemed to be Shared Data; and (c) except to the extent prohibited under the applicable Hudl Customer Addendum, Customer grants Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except pursuant to Section 14.3), and perpetual license and right to use, reproduce, and create derivative works based on such Shared Data for the development and improvement of Hudl's or its Affiliates' products. Customer represents and warrants that it owns or is authorized to grant the rights in this Section 4.3 and that providing such Game Video does not infringe any Intellectual Property Rights or other rights of any third party or violate any Applicable Laws.
- 4.4. **Practice Video Analysis Products.** Hudl may offer Products that include the ability to analyze, tag, or breakdown Practice Video. If Customer purchases or uses such analysis Products, the following terms apply:
- 4.4.1. **Classification.** Practice Video used solely with such analysis Products (and not shared with Video Recipients pursuant to Section 4.1) shall be treated as Customer Data and is not Shared Data.
- 4.4.2. **Protection Commitment.** Except as otherwise provided under Section 4.1, Hudl commits that Practice Video shall not be: (a) made available through any Open Exchange Service; (b) distributed to third parties and/or users for any purpose other than Customer Purposes; or (c) publicly displayed or broadcast.
- 4.4.3. **License.** Customer agrees that Hudl may retain a copy of such Practice Video used with analysis Products. Subject to the terms of this Agreement, Customer grants Hudl and its Affiliates a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sublicensable (solely to Hudl's subcontractors and service providers for purposes consistent with this license), non-transferable (except pursuant to Section 14.3) license to use, reproduce, and create derivative works from such Practice Video (a) to provide, operate, and support the Products for Customer, including analysis, tagging, and AI-powered features, and (b) to develop and improve Hudl's or its Affiliates' products and services. For the avoidance of doubt, any copy of such Practice Video used pursuant to the license in this Section 4.4.3 shall not be subject to the DPA.

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 Software, Services, Hudl Hardware, Content and the Platform; any and all related and underlying technology, websites, and documentation with respect to any of the foregoing; data generated by Hudl or its Affiliates or suppliers; Usage Data; Anonymized Data (as defined in the Hudl Hardware Addendum); Deliverables; and derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated in any of the foregoing (collectively, "**Hudl Technology**"). All right, title and interest in and to the Intellectual Property Rights of the Non-Hudl Hardware will remain with the third-party supplier of that Hardware. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Hudl Technology is granted to Customer. Customer acknowledges and agrees that for any Services offered as online, hosted solutions, Customer has no right to obtain a copy of the underlying computer code (whether object code or Source Code) for such Services, and for any Software, Customer has no right to obtain a copy of the Source Code for such Software, except as may be required by Applicable Law or court order. Notwithstanding anything herein to the contrary, Hudl and its Affiliates may use Feedback for any purpose without further approval, acknowledgement, or compensation, and Customer hereby irrevocably assigns to Hudl any and all rights, title, and interest (including all Intellectual Property Rights) in such Feedback throughout the world in perpetuity, to the maximum extent permitted by Applicable Law.
- 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 (a) as required by Applicable Law or valid legal process, (b) as permitted by Section 14.11, or (c) to the extent that the Usage Data is aggregated and anonymized such that neither the Customer nor any individual can reasonably be identified.

6. Supplemental Addenda.

- 6.1. **Hudl Product Addenda.** Certain products and services are governed by product-specific terms ("**Hudl Product Addenda**"). Each Hudl Product Addendum applies if Customer or its Teams purchase, activate, access, or otherwise use the applicable product or service, or the applicable product or service is listed on an Order. Each Hudl Product Addendum is incorporated into this MSA by this reference. Each product or service referenced below is defined in this MSA or in its corresponding Hudl Product Addendum or, where applicable, on the Order, and capitalized terms used in this Section 6.1 but not otherwise defined in this

MSA shall have the meanings ascribed to them in the Hudl Product Addenda. Hudl Product Addenda include the following:

Hudl Product Addendum	The applicable product or service:	Where to find it
Hudl 4G Addendum	Hudl Hardware with 4G data capabilities	https://www.hudl.com/legal/msa/hardware-4g
Hudl Assist Addendum	Hudl Assist (may be referred to on Orders as Analysis Data)	https://www.hudl.com/legal/msa/assist
Hudl Focus Addendum	Hudl Focus and Focus Exchange Network	https://www.hudl.com/legal/msa/focus
Hudl Hardware Addendum	Any Hardware	https://www.hudl.com/legal/msa/hardware
Hudl Pilot Products Addendum	Any Pilot Products	https://www.hudl.com/legal/msa/pilot-products
Hudl Streaming Services Addendum	Hudl Streaming Service	https://www.hudl.com/legal/msa/streaming
Hudl Third-Party Services Addendum	All Products	https://www.hudl.com/legal/msa/third-party-services
Hudl Ticket Services Addendum	Hudl Ticket Services	https://www.hudl.com/legal/msa/ticket-services
Hudl Registration Services Addendum	Registration Services	https://www.hudl.com/legal/msa/registration-services

- 6.2. **Hudl Customer Addendum.** Hudl serves customers across different levels of athletic competition, each with distinct regulatory and operational requirements. To reflect these differences, different categories of customers are subject to specific additional terms (each, a "**Hudl Customer Addendum**"). The applicable Hudl Customer Addendum is determined by the Customer's level of play or type of organization, and is incorporated into this MSA. Capitalized terms used in this Section 6.2 but not defined in this MSA shall have the meanings ascribed to them in the applicable Hudl Customer Addendum or the Order. The Hudl Customer Addenda include:

Hudl Customer Addendum	Applies to	Applicability Description (for reference only)	Where to find it
Hudl Customer Addendum for Professional Sports Organizations	Pro Sports Organization	Professional and semi-professional sports teams, leagues, governing bodies, and federations; international elite developmental and junior academy programs; and individual professional athletes using the Products for professional or commercial purposes.	https://www.hudl.com/legal/msa/customer-pro
Hudl Customer Addendum for College & University Organizations	College and University Organization	Colleges, universities, community colleges, and junior colleges, including their athletic departments, conferences, and programs affiliated with a collegiate athletic governing body.	https://www.hudl.com/legal/msa/customer-college
Hudl Customer Addendum for Educational Organizations	School/District	U.S.-based middle schools, high schools, school districts, and related educational entities such as booster clubs, leagues, state associations and conferences.	https://www.hudl.com/legal/msa/customer-edu
Hudl Customer Addendum for Youth, Club, & Other Organizations	Club	Youth and amateur athletic clubs, programs, leagues, teams, organizations, associations, multi-team groups, sports complexes, and private training facilities. Also serves as the default category for any Customer that does not fit under any other customer category.	https://www.hudl.com/legal/msa/customer-youth-club

The descriptions of customer categories in the table above are summary references only and do not constitute operative definitions. The operative definition of each customer category is set forth in the applicable Hudl Customer Addendum, which controls in the event of any inconsistency.

- 6.3. **Requested Addenda.** Customer may request to incorporate supplemental terms, riders, or other agreements into the MSA. Any supplemental terms, riders, or other agreements expressly agreed to in writing between Customer and an authorized representative of Hudl ("**Requested Addenda**") are incorporated into, and made a part of, this MSA by this reference. Hudl generally limits Requested Addenda to legal or regulatory mandates or standardized industry frameworks. Notwithstanding the order of precedence set forth in this MSA, the order of precedence for any Requested Addenda and the other documents comprising this Agreement shall be governed by, and determined in accordance with, the applicable Hudl Customer Addendum.

7. Payment.

- 7.1. **Fees.** Customer will pay Hudl the Fees specified in each Order. Except as otherwise specified in an Order (a) Fees are based on Products purchased and not Customer's actual usage, (b) payment obligations are non-cancellable and Fees paid are

nonrefundable (except as expressly provided in Section 9.4 or the applicable Order), (c) quantities purchased cannot be decreased during the Term, and (d) Fees are due as set forth on the Invoice and are payable by Customer in full, without any set-off, counterclaim, deduction, or withholding.

- 7.2. **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 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. Hudl shall be responsible for all taxes based on its net income, gross receipts taxes (where the tax is in lieu of a tax on income), and taxes on its property and employees.
- 7.3. **Purchase Orders.** If Customer issues a purchase order after entering into an Order or receiving an invoice from Hudl, then (a) any such purchase order submitted by Customer is for its internal purposes only, and Hudl rejects, and will be deemed to have rejected any pre-printed or online terms on a Customer purchase order, invoice portal, or similar document, which have no force or effect, (b) any such purchase order shall be for the total Fees owing under the applicable Order, and (c) 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.
- 7.4. **Overdue Charges and Suspension.** If any Fees or other amounts owed by the Customer under this Agreement or any other agreement with Hudl or its Affiliates become overdue, Hudl may, without limiting its other rights and remedies: (a) charge interest at the maximum rate permitted by Applicable Law; (b) immediately suspend or revoke access to the Products until all amounts are paid in full; and (c) condition future sales or renewals on payment terms shorter than those previously specified. If such amounts remain unpaid for more than 15 days, Hudl may accelerate the Customer's unpaid fee obligations so that all such obligations become immediately due and payable. Hudl will not exercise these rights if the Customer is disputing the applicable charges reasonably and in good faith, has paid all undisputed portions of the Fees in full, and is cooperating diligently to resolve the dispute, as reasonably determined by Hudl.

8. Confidentiality.

- 8.1. **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. To the extent permitted by Applicable Law, including applicable public record laws, the terms and conditions of this Agreement (including pricing) shall be deemed Hudl's Confidential Information.
- 8.2. **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.
- 8.3. **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 8. 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.
- 8.4. **Injunctive Relief.** A breach, or threatened breach, by a party of its obligations under this Section 8 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.

9. Term and Termination.

- 9.1. **Term of Agreement.** This Agreement shall commence on the Effective Date and continue until all Orders that reference the MSA have expired (the "**Term**"), unless earlier terminated as provided in this Agreement. Customer's use of Products outlined in an Order shall be governed by this Agreement for the Term. If Customer continues using Products after an Order expires without entering into a new Order or agreement, such continued use shall remain subject to this Agreement.
- 9.2. **Subscription Term.** The Subscription Term of each subscription for Products shall be as specified in the applicable Order. Any renewal terms will be set forth in the applicable Order. The Subscription Term includes the initial term and any renewal terms

set forth in the applicable Order.

- 9.3. **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.
- 9.4. **Effect of Termination.** If Customer terminates this Agreement pursuant to Section 9.3(a) due to Hudl's material breach, 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 9.3(a) due to Customer's material breach, Customer will pay any unpaid Fees under any Order for the remainder of the then-current Subscription Term(s), which Fees shall become immediately due and payable. In no event will 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 Orders hereunder without further notice. Upon termination, Customer shall immediately cease use of all Products and Content, and Hudl may disable all Customer and Authorized User access to Products.
- 9.5. **Survival.** The license set forth in Section 1.6, as well as Sections 3.6, 4, 5, 7, 8, 9.4, 9.5, 10, 12.4, 13, and 14, and any other provisions that by their nature should survive termination, shall survive termination of this Agreement.

10. Warranties and Disclaimer.

- 10.1. **Hudl Warranties.** Hudl warrants that during the Subscription Term (a) the Services and Software will be capable of performing, in all material respects, in accordance with Section 1.4; (b) the Services, Software, and Hudl Hardware will not knowingly contain any viruses, malware, or other computer code designed to disrupt, disable, harm, or otherwise impede in an unauthorized manner the operation of Customer's systems; and (c) the Professional Services will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Order. Customer's exclusive remedies for any breach of the warranties in this Section 10.1 are those described in Sections 9.3 and 9.4, and Customer waives any other remedies available at law or in equity for breach of these warranties.
- 10.2. **Customer Warranties.** Customer represents and warrants that: (a) Customer has the right, power, and authority to enter into this Agreement; (b) Customer has secured and will maintain any and all rights, consents, and/or releases, including all Intellectual Property Rights, necessary to grant the rights and licenses herein, including from any Authorized Users, independent contractors, governing athletic bodies, conferences, or organizations, and parents/legal guardians of individuals who are minors; (c) Customer Data, as incorporated into, transmitted through, or posted on the Platform or Products by Customer and Hudl, and the use or exploitation of Customer Data in accordance with the terms of this Agreement, do not violate, infringe upon, or misappropriate the Intellectual Property Rights or any other right of any third party; (d) providing any Video to Hudl pursuant to this Agreement does not violate any Intellectual Property Rights or other rights of any third party or any Applicable Laws; (e) there are no threatened or existing claims or litigation which would materially adversely affect or materially adversely impair Customer's ability to perform under this Agreement; (f) Customer has no agreement with or obligations to any third party with respect to rights granted herein which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by Hudl of any of the rights granted herein; and (g) Customer has not sold, assigned, transferred, conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights granted or any part thereof, adverse to or in derogation of the rights granted to Hudl; (h) Customer shall comply with any additional representations and warranties set forth in the applicable Hudl Customer Addendum.
- 10.3. **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 PRODUCTS, CONTENT, OR OUTPUT, AND 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, CONTENT, OR OUTPUT, (II) ANY INSTRUCTIONS, SCRIPTS, PROMPTS, OR CUSTOMER MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY CUSTOMER IN CONNECTION WITH THE PRODUCTS, OR (III) ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT CUSTOMER'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE DELIVERABLES, PRODUCTS, CONTENT, OR OUTPUT 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 10, THE PRODUCTS, DELIVERABLES, OUTPUT, AND CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

11. Professional Services.

- 11.1. **Provision of Professional Services.** If Hudl provides Professional Services to Customer, such Professional Services will be provided as set forth in each executed Order and/or SOW, if applicable, subject to the terms of this Agreement. The personnel that Hudl will assign to perform Professional Services will be professional and qualified in the performance of the applicable Professional Services. Customer acknowledges that timely access to Customer's resources, personnel, equipment, or facilities may be necessary for the provision of Professional Services and agrees to provide such access to Hudl upon Hudl's request and to reasonably cooperate during a Professional Services project. Hudl will have no liability for any delay or deficiency to the

extent it results from Customer's failure to provide such access or respond to Hudl's reasonable requests in a timely manner.

- 11.2. **Deliverables.** The Professional Services and resulting Deliverables apply only to Hudl's or its Affiliates' business and are part of Hudl Technology. Subject to the terms of this Agreement (including Section 2.6), unless otherwise expressly stated in the Order, Hudl grants Customer a limited, non-exclusive, royalty-free, non-transferable (except pursuant to Section 14.3), non-sublicensable, worldwide license to use the Deliverables for Customer Purposes during the period in which Customer has valid access to the Products.
- 11.3. **Customer Materials.** Customer grants Hudl and its Affiliates a limited right to use any materials provided to Hudl in connection with a Professional Services project ("**Customer Materials**") solely for the purpose of providing Professional Services to Customer. Customer will retain all rights, including Intellectual Property Rights, in and to Customer Materials. Hudl will treat Customer Materials as Customer's Confidential Information under Section 8.
- 11.4. **Change Orders and Other Terms.** Customer may, in writing, request changes to the scope of Professional Services. Upon receiving such change request, Hudl will determine, in its sole discretion, if the requested change requires an adjustment to Fees, schedule, assumptions or scope for the performance of the Professional Services under the applicable Order. Neither party is bound by such change request unless an amendment or change order to the applicable Order is signed by authorized representatives of both parties. Hudl may use subcontractors to deliver Professional Services but will remain responsible for the performance of those Professional Services, subject to the terms of this Agreement.

12. Mutual Indemnification.

- 12.1. **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, Software, and/or Hudl Hardware (the "**Indemnified Products**") infringe, misappropriate or otherwise violate 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 Products 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 Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for Customer the right to continue using the Indemnified Product(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 and refund to Customer the unused Fees that Customer has prepaid for the applicable Indemnified Product(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 Product by any party other than Hudl or if such modification is based on Customer's specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by Hudl; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) Customer's continued use of the Indemnified Products after Hudl has notified Customer of modifications available to avoid infringement.
- 12.2. **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 (a) the Customer Data, or (b) Customer's broadcast or redistribution of the Content or any use of the Content other than for Customer Purposes, 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.
- 12.3. **Conduct of Claims.** In the event of any potential indemnity obligation under this Section 12, the indemnified party will (a) promptly notify the indemnifying party in writing of the claim, (b) 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 (c) 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 12 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 12 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.
- 12.4. **Sole Remedy.** This Section 12 sets forth each party's sole remedy with respect to any claim by a third party with respect to intellectual property infringement or misappropriation.

13. LIMITATION OF LIABILITY.

- 13.1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HUDL (INCLUDING HUDL'S AFFILIATES, RESELLERS 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 TWELVE MONTH PERIOD. THE FIRST TWELVE 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 13.1 (A) WILL NOT APPLY TO THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF EITHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, AND (B) WILL NOT LIMIT HUDL'S PAYMENT OBLIGATIONS UNDER SECTION 9.4.
- 13.2. **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 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 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.

14. General.

- 14.1. **Export Controls.** Customer understands that the Products 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 Products 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.
- 14.2. **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 Government Official or another 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 (a) 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 (b) 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.
- 14.3. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that (a) either party may assign this Agreement in its entirety (including all Orders) 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; and (b) 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.
- 14.4. **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 on the International Sale of Goods does not apply to this Agreement. The Governing Courts shall have exclusive jurisdiction to resolve such disputes, except as explicitly modified by a Hudl Customer Addendum or Order. Customer agrees not to contest the personal jurisdiction or venue of the Governing Courts. Notwithstanding the foregoing, Hudl may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property, data, or other proprietary rights.
- 14.5. **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.
- 14.6. **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.
- 14.7. **Notices.** Unless otherwise stated in this 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. All communications shall be sent to the physical address beneath the party's signature on the Order or to another address specified by the party to the other in accordance with this Section 14.7. In the case of notice to Hudl regarding termination or a claim for indemnification or defense under Section 12.1, Customer shall also provide a copy to the attention of Legal at legal@hudl.com. Either party may change its address for notices by giving written notice to the other party by the means specified in this Section 14.7. 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.
- 14.8. **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: 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 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 affected party promptly notifies the other party of such event and its expected duration in writing.
- 14.9. **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.

- 14.10. **Entire Agreement; Modification.** This Agreement, including any Orders, 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.
- 14.11. **Purchase from Reseller.** If Customer purchases or uses Products made available through an authorized reseller of Hudl or its Affiliates ("**Reseller**"), Customer's use of such Products will be subject to the terms of this Agreement, and all Fees payable for such use shall be payable pursuant to the terms set forth in an Order signed by both Customer and Reseller that references this MSA. If Customer orders Products through a Reseller, then conflicting terms regarding invoicing, payment, and taxes may apply as specified between Customer and Reseller. Customer acknowledges that (a) Hudl may share information with Reseller related to Customer's use and consumption of Products for account management and billing purposes; and (b) 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 the Products.
- 14.12. **Third Party Beneficiaries.** There are no third-party beneficiaries under this Agreement, except for Hudl's Affiliates that own Intellectual Property Rights in and to the Services and either (a) receive a license to Intellectual Property Rights from Customer under this Agreement, or (b) 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 Products and Content where Intellectual Property Rights are owned by Hudl's Affiliates or a third party.
- 14.13. **Counterparts; Interpretation.** 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. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".

15. Definitions.

- 15.1. "**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.
- 15.2. "**Agreement**" has the meaning given to it in the Preamble.
- 15.3. "**AI Service Providers**" has the meaning given to it in Section 3.6.
- 15.4. "**API**" means application programming interface.
- 15.5. "**Applicable Law**" means any and all: (a) 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 (b) 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.
- 15.6. "**AUP**" means the Acceptable Use Policy, found at <https://www.hudl.com/aup>, as it may be updated by Hudl or its Affiliates from time to time.
- 15.7. "**Authorized Third Parties**" means any individual not employed by or otherwise belonging to Customer's organization who (a) falls within a category of Authorized Third Parties set forth in the applicable Hudl Customer Addendum, or such other category as Hudl may approve in writing from time to time, and (b) is subject to a fully executed Third Party Access Agreement in accordance with Section 2.4.
- 15.8. "**Authorized User**" means any individual who is authorized by Customer to access and use the Products in accordance with this Agreement. The specific categories of individuals who may be designated as Authorized Users, and any terms, conditions, or restrictions applicable to such users are set forth in the applicable Hudl Customer Addendum.
- 15.9. "**Confidential Information**" has the meaning given to it in Section 8.1.
- 15.10. "**Content**" means all Video, statistics, and data provided to Customer by or on behalf of Hudl or its Affiliates, whether provided via the Software, 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.
- 15.11. "**Customer**" has the meaning given to it in the Preamble.
- 15.12. "**Customer Data**" means any information, video, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products, including all Intellectual Property Rights in any of the foregoing, and including any additional categories specified in applicable Supplemental Addenda, but excluding Shared Data and Usage Data. If Customer Data includes Video, statistics, or data that are identical to any Content, only the particular copy of such Video, statistics, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products shall be deemed Customer Data.
- 15.13. "**Customer Materials**" has the meaning given to it in Section 11.3.
- 15.14. "**Customer Purposes**" means the Customer's internal use of Products and Content solely for its professional and/or amateur sports activities, including coaching, scouting, sports and statistical analysis, training, team management, and educational or tutorial purposes.
- 15.15. "**Data Protection Legislation**" means all applicable privacy and data protection laws, which may include: (a) 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; (b) any national implementing law, regulations, and secondary legislation; (c) the UK General Data Protection Regulation as defined in the Data Protection Act 2018 (collectively, "**UK GDPR**"); and (d) 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.

15.16. "**DPA**" has the meaning given to it in Section 3.2.

15.17. "**Deliverables**" means the reports, code (including SQL queries), or other deliverables that are provided by or on behalf of Hudl to Customer in connection with Professional Services. For clarity, Hudl may use compilers, assemblers, interpreters, and other similar tools to develop Deliverables, and such tools will not be deemed Deliverables.

15.18. "**Effective Date**" has the meaning given to it in the Preamble.

15.19. "**Feedback**" means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Products, whether solicited by Hudl or its Affiliates or provided by Customer or its Authorized Users without any such solicitation.

15.20. "**Fees**" means any amounts owed by Customer, as specified in an Order for Products or Professional Services, with such amounts and the bank account details for payment being specified in the Invoice.

15.21. "**Force Majeure Event**" has the meaning given to it in Section 14.8.

15.22. "**Game Video**" means any audiovisual recording, 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 athletes, players, coaches, and others appearing in such audiovisual recording, representation, or video. Game Video includes all graphics, advertisements, statistics, and data associated therewith or added thereto. Game Video also includes all Video designated as "Game" or "Match" in the Platform.

15.23. "**Governing Laws**" and "**Governing Courts**" mean, for each Hudl Contracting Party, the laws and courts set out 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 Ltd.	The laws of the state of Nebraska, USA	The courts in Lancaster County, Nebraska, USA
Hudl (Beijing) Sports Technology Co., Ltd.	The laws of the People's Republic of China	The courts of the People's Republic of China
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 Tokyo, Japan
Wyscout S.p.A.	The laws of Italy	The courts of Genoa, Italy
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 Singapore	The courts of Singapore
Hudl Spain, S.L.U.	The laws of Spain	The courts of Barcelona, Spain
Statsbomb Services Ltd.	The laws of England and Wales	The courts of England and Wales
Hudl UK, Limited	The laws of England and Wales	The courts of England and Wales

15.24. "**Government Official**" means (a) 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; (b) any political party, political party official, or political party employee; (c) any candidate for public or political office; (d) any royal or ruling family member; or (e) any agent or representative of any of those persons listed in (a) through (d).

15.25. "**Hardware**" means Hudl Hardware and Non-Hudl Hardware.

15.26. "**Hudl**" means the Hudl Contracting Party.

15.27. "**Hudl AI**" has the meaning given to it in Section 3.6.

- 15.28. **"Hudl Contracting Party"** means the member of the Hudl group set forth on the applicable Order. If Customer orders through a Reseller, the Hudl Contracting Party means the member of the Hudl group that has authorized the Reseller.
- 15.29. **"Hudl Customer Addendum"** has the meaning given to it in Section 6.2.
- 15.30. **"Hudl Fan Site"** means the services made available to individuals on the Hudl fan website, available at <https://www.fan.hudl.com>, private-labeled Hudl-operated sites, and related mobile applications.
- 15.31. **"Hudl Privacy Policy"** means the policy found at <https://www.hudl.com/privacy>, as it may be updated by Hudl or its Affiliates from time to time.
- 15.32. **"Hudl Product Addenda"** has the meaning given to it in Section 6.1.
- 15.33. **"Hudl Hardware"** means hardware manufactured by or exclusively for Hudl or its Affiliate(s).
- 15.34. **"Hudl Technology"** has the meaning given to it in Section 5.1.
- 15.35. **"Indemnified Products"** has the meaning given to it in Section 12.1.
- 15.36. **"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.
- 15.37. **"Invoice"** means an invoice issued by Hudl or a Reseller for Fees, pursuant to the Agreement.
- 15.38. **"Messages"** has the meaning given to it in Section 3.5.
- 15.39. **"MSA"** has the meaning given to it in the Preamble.
- 15.40. **"Non-Hudl Hardware"** means hardware that is not manufactured by or exclusively for Hudl or its Affiliate(s).
- 15.41. **"Open Exchange Service"** refers to the service provided by Hudl or its Affiliates that enables the open exchange, sharing, access, use, and download of Game Video (and all statistics and data associated with the Game Video) by, and among, Hudl, its Affiliates, customers, and third parties. Open Exchange Service includes, but is not limited to, any product designated as a "League Exchange," as well as Wyscout, Statsbomb, Volleymetrics, Hudl IQ, Instat, or any other product or feature with similar sharing functionality.
- 15.42. **"Order"** means the Hudl-issued order form or quote that has been signed by Customer and Hudl and references the MSA or signed agreement between the parties.
- 15.43. **"Output"** has the meaning given to it in Section 3.6.
- 15.44. **"Platform"** means the technology used to access the Services, found at www.basketball.instatscout.com, www.hockey.instatscout.com, www.hudl.com, www.wyscout.com, www.volleymetrics.com, www.recruit.co, www.balltime.com, www.vcloud.blueframetech.com, www.wimupro.wimucloud.com, www.statsbomb.com, APIs, or such other websites or technologies that may be offered by Hudl or its Affiliates from time to time.
- 15.45. **"Practice Video"** means footage, video, and video clips from any private sports practices or private training sessions, and any other footage, video, and video clips designated as practice video in the Products, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and others appearing in the Practice Video. Practice Video includes all statistics and data associated therewith. Practice Video is deemed Customer Data, provided that any copy of Practice Video shared with Video Recipients pursuant to Section 4.1 or otherwise by Customer to be shared shall be deemed Shared Data, not Customer Data.
- 15.46. **"Preamble"** means the opening unnumbered paragraphs of this MSA. The Preamble is part of the MSA.
- 15.47. **"Prompts"** has the meaning given to it in Section 3.6.
- 15.48. **"Products"** means the Services, Software, and Hardware ordered by Customer and identified in an Order. Products may also include Third-Party Services, whether or not specifically itemized on an Order. For clarity, Products do not include the Hudl Fan Site, but Products do include the functionality made available to Customers to configure fan-facing experiences, such as Hudl Streaming Services and Hudl Ticket Services.
- 15.49. **"Professional Services"** means professional services, such as implementation, configuration, custom development, and training, performed by Hudl or its Affiliates' employees or subcontractors, as designated as Professional Services in an Order or SOW.
- 15.50. **"Representatives"** has the meaning given to it in Section 8.3.
- 15.51. **"Requested Addenda"** has the meaning given to it in Section 6.3.
- 15.52. **"Reseller"** has the meaning given to it in Section 14.11.
- 15.53. **"Services"** means the online software and services described in the Order and the MSA that are accessed through the Platform. "Services" does not include any Content accessible through any Services.
- 15.54. **"Shared Data"** means the copy of Video that Customer has shared with Video Recipients or has otherwise authorized Hudl or its Affiliates to use, create, share, or sublicense as described in this Agreement, including the relevant Hudl Customer Addendum. For the avoidance of doubt, Practice Video used solely with analysis Products under Section 4.4 (and not shared with Video

Recipients) is not Shared Data. Shared Data is not Customer Data. Shared Data is not Confidential Information of Customer.

- 15.55. **"Software"** means the locally installed programs and supporting documentation that Hudl includes as part of the Services which comprise the different software programs owned by Hudl in the Order. Software does not include any Content accessible through any Software.
- 15.56. **"Source Code"** means computer software in human readable form that is not suitable for machine execution without intervening steps of interpretation or compilation, along with all technical information and documentation required to enable a reasonably skilled programmer to modify and operate it.
- 15.57. **"SOW"** means a statement of work relating to Professional Services agreed between Customer and Hudl. An SOW is incorporated into the applicable Order for Professional Services and forms part of the Agreement.
- 15.58. **"Subscription Term"** has the meaning given to it in Section 2.1.
- 15.59. **"Supplemental Addenda"** means, collectively, the applicable Hudl Product Addenda and Hudl Customer Addendum.
- 15.60. **"Taxes"** has the meaning given to it in Section 7.2.
- 15.61. **"Team"** means a sports team or roster of athletes associated with Customer. The specific scope, granularity, and account-level allocation of Teams, including any rules and any restrictions on Team allotments across sports, genders, age groups, or competitive levels, are further defined in the applicable Hudl Customer Addendum.
- 15.62. **"Term"** has the meaning given to it in Section 9.1.
- 15.63. **"Third Party Access Agreement"** has the meaning given to it in Section 2.4.
- 15.64. **"Third-Party Service"** has the meaning given to it in the Hudl Third-Party Services Addendum. Third-Party Service does not include any Content accessible through any Third-Party Service.
- 15.65. **"Usage Data"** means data and information related to Customer's use of the Products used by Hudl in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Products.
- 15.66. **"User Terms"** has the meaning given to it in the Preamble.
- 15.67. **"Video"** means any and all team or athlete video, Game Video, Practice Video, video clips, and other video or film added to a Platform, 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 the Video, including all associated statistics and data.
- 15.68. **"Video Recipients"** has the meaning given to it in Section 4.1.

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