

Hudl Registration Services Addendum

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

The MSA, any applicable Order(s), and all Supplemental Addenda (including this Registrations Addendum) collectively form the "**Agreement**." Customer agrees to the terms of the Agreement with respect to the Registration Site and Registration Services. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the MSA and other Supplemental Addenda.

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

1. Description of Services.

- 1.1. **Registration Services.** The services and software available to Customer at the Registration Site (collectively, the "**Registration Services**") are deemed to be Products under the Agreement as well as Services and Software, as applicable, under the Agreement. Customer must have an active subscription to Services to use the Registration Services. The terms applicable to End Users registering for the Programs are the Hudl User Terms of Service.
- 1.2. **Programs and Management Services.** The Registration Services include functionality that allows Customer to offer Programs for registration and functionality to manage Program information, registrations, payments, and End User and Participant details.
- 1.3. **Changes.** Hudl may choose to suspend or terminate the Registration Services offered to Customer at any time in its sole discretion and without liability. Hudl may, in its sole discretion, modify, enhance, or expand the Registration Services at no additional cost to Customer. Hudl may also modify, enhance, or expand the Registration Services by providing additional features or functionality, which may, but are not required to be, added by Customer at an additional cost. Such additional cost features and functionality will be provided pursuant to a signed Order between Hudl and Customer.
- 1.4. **No Guarantees.** Hudl does not guarantee any minimum number of Program registrations.

2. Responsibilities of the Parties.

- 2.1. **Hudl Responsibilities.** Subject to the terms of the Agreement, Hudl will provide the Registration Services to Customer and, if applicable, its Member Schools. Hudl is acting on behalf of Customer with respect to the Programs, and Hudl handles the transaction for the Programs for Customer. Customer agrees that all matters concerning Programs are solely between the End User and/or the Participant and Customer.
- 2.2. **Customer Responsibilities.** Customer shall (a) be responsible for its own, its Authorized Users', and if applicable, its Member Schools' compliance with the Agreement and Applicable Law; (b) be solely responsible for the accuracy, quality, integrity and legality of, and the means by which Customer acquired, the Participant Information; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Registration Services, and notify Hudl promptly of any such unauthorized access or use; (d) use the Registration Services and offer Programs only in accordance with the Agreement, the Documentation, and Applicable Law; (e) be solely responsible for the Programs and their general operation; (f) be solely responsible for its and its Authorized Users' use, processing, and sharing of the Participant Information; (g) only use, process, or share the Participant Information as allowed by Applicable Law, the Agreement, Customer's Data Policies, and Customer's privacy policy, which Customer has provided to End Users; and (h) ensure that its use of Participant Information to contact End Users and Participants, whether via email, text, or other means, complies with all Applicable Laws, including the CAN-SPAM Act and the Telephone Consumer Protection Act, and ensuring all necessary consents have been obtained prior to sending marketing or non-transactional communications.
- 2.3. **Prohibited Data.** The Registration Services are customizable, meaning Customer has the ability to choose what kinds of Participant Information that Customer will use the Registration Services to collect. Customer agrees, however, that Customer will not use the Registration Services to collect or otherwise process: (a) any health information that is subject to the Health Insurance Portability and Accountability Act and its accompanying regulations, or any relevant amendments thereto; (b) any Participant Information from or about a minor, without procuring and documenting a prior consent that meets the requirements of any Applicable Data Protection Laws, and maintaining such documentation for the duration of the Term; (c) any cardholder data subject to the Payment Card Industry Data Security Standard, or any other payment card or financial account information, except within pre-defined fields designed for that purpose; or (d) any unredacted social security numbers or other similar government identifiers, except within pre-defined fields designed for that purpose (collectively, "**Prohibited Data**"). If discovered, Hudl reserves the right to promptly and securely delete any Prohibited Data collected by Customer using the Registration Services without liability to Customer.

- 2.4. **Participant Information.** Customer acknowledges that the Registration Services allow for the upload and storage of Participant Information. For any Participant Information, Customer agrees to: (a) have in place and enforce a policy that provides that only its Authorized Users with a legitimate need to access sensitive personal information access such sensitive personal information ("**Customer's Data Policies**"); (b) collect, maintain, and process Participant Information in compliance with Customer's privacy policy and notify End Users of Customer's privacy policy prior to or as part of the registration for the Program; (c) not retain Participant Information that is sensitive personal information longer than is necessary for the applicable season or eligibility period; and (d) request that Hudl support (via email to support@hudl.com) delete (or when such functionality is available via the Hudl platform, delete) Participant Information that is sensitive personal information from the Hudl platform when it is no longer required for the purpose for which it was collected. Customer retains the obligation to comply with all Applicable Law regarding the collection, use, processing, retention, and disposal of Participant Information.
- 2.5. **Customer Representations and Warranties.** Customer represents and warrants that (a) it is authorized to provide the Programs; (b) all Program information provided to Hudl including through the Registration Services is accurate and up to date; (c) entering into this Registrations Addendum will not result in any breach or default of any other agreement to which Customer is a party; and (d) prior to uploading or entering any Participant Information to the Registration Site (including, on behalf of an End User or Participant), Customer has obtained all necessary written consents, authorizations, and releases from the applicable End User (or their parent/legal guardian if the Participant is a minor and separate from End User) ("**Consent**"). Such Consent must explicitly authorize Customer to upload, store, and share the Participant Information with Hudl for the purposes of providing the Registration Services and as otherwise provided in this Registrations Addendum and the Hudl End User Terms. Customer represents and warrants that its collection, use, and processing of Participant Information complies with all Applicable Law.
- 2.6. **Districts/Leagues/Conference.** If Customer is a district, league, or conference, Customer understands and agrees that this Registrations Addendum will automatically apply to the schools in Customer's district, league, or conference ("**Member Schools**"). Customer represents and warrants that Customer has the authority to agree to the terms of the Agreement on behalf of the Member Schools. Member Schools will each be deemed a "Customer" as used in this Registrations Addendum.

3. Grants.

- 3.1. **Grants to Customer.** Hudl hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to display, reproduce, distribute, and transmit in digital form Hudl's name and logo solely for the purpose of using the Registration Services to offer Programs, provided further that any such use shall be only as allowed through the Registration Services.
- 3.2. **Grants to Hudl.** Customer hereby grants Hudl and its Affiliates a non-exclusive, worldwide, sublicensable, transferable, irrevocable, royalty free, fully paid-up right and license to copy, display, reformat and otherwise use any Trademarks of Customer, and if applicable, each of its Member Schools, for the provision of the Registration Services and Programs. Customer agrees that Hudl may display Customer's (and its Member Schools') Trademarks on the Registration Site and the Registration Services and in connection with the promotion of Customer, its Member Schools, and its Programs. Customer hereby grants to Hudl and its Affiliates a limited license to use information provided by Customer relating to Customer (and its Member Schools) and the Program, which may include content regarding the Program, and Customer's (and its Member Schools') Trademarks, in connection with the promotion of Customer, its Member Schools, or its Programs. Customer hereby grants Hudl and its Affiliates the non-exclusive, worldwide, sublicensable, transferable, royalty-free, fully paid up, perpetual and irrevocable right and license to use, reproduce, publicly perform, publicly display, transmit, distribute, aggregate, translate, alter, modify, and create derivative works of information provided by Customer relating to its Programs, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised, for the provision of the Registration Services and Programs and any and all other purposes; this license shall survive the termination of this Agreement. Customer agrees that Hudl shall have the right to sell advertising on Programs (and related communications to End Users) and on the Registration Site and retain any advertising revenue with respect thereto.
- 3.3. **Aggregated or Anonymized Information.** Customer grants Hudl and its Affiliates a perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free, fully paid up, worldwide license to use aggregated or anonymized information about Customer's Programs and registrations, including revenue and sales, for product improvement, marketing, advertising, reporting, and other purposes, provided such aggregated or anonymized information does not include any Confidential Information of Customer or identify Customer and further provided that such license shall survive the termination of the Agreement.

4. End Users and Participants.

- 4.1. **End Users.** When registering for a Program, End Users are not acting as Authorized Users of the Customer and are instead acting in their individual capacity. End Users may be the Participant in the Program or, where the Participant is a minor under Applicable Law, the parent or legal guardian of the Participant. If a minor Participant has a Hudl account, that Participant is also considered an End User under this Registrations Addendum. Customer acknowledges that in order to register for a Program, Hudl may require End Users to create a Hudl account and/or agree to the Hudl User Terms of Service and acknowledge the Hudl Privacy Policy, as each may be updated from time to time in Hudl's sole discretion, (collectively, "**Hudl End User Terms**"). Customer agrees that such terms create a direct relationship between Hudl and the End User regarding the use of the Hudl platform, including any registration services offered to End Users, distinct from the End User's relationship with Customer regarding the Program. The Registration Services are designed to enable Customer to collect information from and about End Users and Participants. Information that identifies, relates to, describes, is reasonably capable of being

associated with or could reasonably be linked, directly or indirectly, with a particular End User or Participant shall be referred to in this Registrations Addendum as **"End User Personal Information."** End User Personal Information includes End User Accounts and Participant Information.

- 4.2. **End User Accounts.** When an End User interacts with the services available on the Hudl platform, a Hudl account may be created for that End User (**"End User Account"**). An End User Account is required in order for the End User to complete a registration for a Program. Once the End User has a Hudl account, Hudl authenticates the End User in future interactions with the registration services by requiring the End User to log in to their End User Account. Hudl maintains End User Accounts pursuant to the Hudl End User Terms that Hudl displays to the End User when the End User creates the End User Account or logs in to the Hudl platform.
- 4.3. **Participant Information.** Customer will have the ability to use the Registration Services to collect a wide variety of End User Personal Information from authenticated End Users, including through the use of forms and features that enable the collection of information, images, documents, and other attachments (**"Participant Information"**). Participant Information may also be provided or uploaded by Authorized Users of Customer, during or with respect to a registration for a Program, at the request of End Users. Participant Information may include name, email address, mailing or physical address, gender, graduation year, date of birth, age, and parent/legal guardian name and relationship, and other information, documents, and attachments.
- 4.4. **Applicable Data Protection Laws.** As between the parties, Customer is exclusively responsible for providing any notices, procuring any consents, and otherwise taking any steps that are necessary to ensure that Hudl's collection, storage, and processing of Participant Information, as contemplated by the Agreement, and as otherwise authorized by this Registrations Addendum is compliant with Applicable Data Protection Laws. For the purposes of this Registrations Addendum, **"Applicable Data Protection Laws"** means all local, state, federal, and foreign privacy, security, personal information, marketing, and consumer protection laws and regulations applicable to the processing of Participant Information. Customer agrees that it will process Participant Information at all times in compliance with Applicable Data Protection Laws, and that it will not use any Participant Information to communicate with any End User or Participant in a manner that violates the CAN-SPAM Act, the Canadian Anti-Spam Legislation, the Telephone Consumer Protection Act, or any other law or regulation applicable to Customer's outreach to End Users or Participants via email or SMS. Customer further agrees that Customer will not permit any affiliate or third party to access or process any Participant Information in a manner inconsistent with this Agreement, or in a manner which would cause Hudl's processing of such Participant Information, as contemplated by this Registrations Addendum, to violate Applicable Data Protection Laws. If Customer is subject to Applicable Data Protection Laws that require the parties to enter into a Data Protection Addendum that includes terms supplemental to this Registrations Addendum, it is Customer's obligation to notify Hudl of that requirement. End User Personal Information is not, and shall not be, Customer Data under the Agreement.
- 4.5. **Data Retention.** The Registration Services are not intended to serve as a permanent system of record for Customer's Programs. Customer is solely responsible for backing up any Participant Information it wishes to retain.
5. **Third Party Terms of Service.** Stripe provides payment processing services (**"Payment Processor"**) for the Registration Services. Stripe is a Third-Party Service but is not a Third-Party Integration. Customer agrees that Customer is subject to Stripe's connected account agreement found at <https://stripe.com/legal/connect-account>, as it may be modified from time to time. Customer is required to set up an account with Stripe to use the Registration Services. Hudl may change the required Payment Processor upon written notice to Customer, and in such event, Customer acknowledges and agrees that it must set up an account with such new Payment Processor (and agree to their terms) in order to continue to use the Registration Services. Customer warrants to Hudl that Customer will use any Third-Party Service in accordance with Applicable Law and any underlying Third-Party Service agreement.
6. **Fees and Payments**
 - 6.1. **Fees.** Except as otherwise provided herein, Hudl provides the Registration Services to Customer at no charge. Customer determines the amount it will charge for the Programs. A processing fee will be assessed to End Users (**"Transaction Fees"**). The Transaction Fees cover the Payment Processor's and Hudl's processing fees. The current Transaction Fees are 3.9% of the total amount charged for the Program; Hudl may update the Transaction Fees from time to time by updating this Registrations Addendum or by providing written notice to the Customer. The Payment Processor may also collect any fees charged by the End User's credit card company from the End User (**"Credit Card Fees"**). If Customer offers Programs at no cost (\$0.00) to the End User, no Transaction Fees will be assessed on those specific transactions, provided that no other funds are collected in connection with that Program. Customer may elect, via the Registration Site settings, to either: (a) pass the Transaction Fees on to the End User, in which case the Transaction Fees will be added to the total amount paid by the End User; or (b) absorb the Transaction Fees, in which case the fee will be deducted from the gross revenue from Customer's Programs before disbursement to Customer. If no election is made, the default setting will be for the End User to pay the Transaction Fees.
 - 6.2. **Installment Payments.** The Registration Services may allow Customer to provide End Users the option to pay the charges for a Program in either a lump sum or divided into installments to be paid periodically, e.g., monthly, as set forth in the Program information on the Registration Services (**"Installment Payments"**). Installment Payments are not a loan and do not provide credit to an End User in any form. Installment Payments merely allow the End User to pay applicable charges for the Program for Customer's service either in one lump sum or in installments. If Customer elects to offer Installment Payments to End Users, it agrees to ensure that the following Installment Payment terms are included in the terms and conditions agreed to between Customer and End User:
 - 6.2.1. Installment Payments are not a loan and do not constitute an offer of credit to the End User.

6.2.2. If the End User elects to not pay an Installment Payment, their rights to participate in the activities associated with the Program (e.g., team participation, practice access) will immediately terminate, but Customer will not attempt to collect or otherwise recoup the missed payment.

6.2.3. Customer will not report any information about End User regarding the Installment Payments to any credit reporting agency.

6.3. **Payment Terms.** The Payment Processor processes and collects payment for registrations for Programs. All revenue from Program registrations for Customer will be collected, and all applicable Transaction Fees will be deducted and paid to Hudl and the Payment Processor as applicable. The remaining revenue ("**Customer's Revenue**") will be disbursed to Customer's Payment Processor account. Periodic disbursements from Customer's Payment Processor account to the account selected by Customer in its agreement with the Payment Processor will be made.

6.4. **Taxes.** Customer is responsible for collecting and remitting any applicable sales tax and any other taxes on all Program registrations. Customer acknowledges that if the Registration Services provide tools to assist with the calculation of taxes (e.g., tax rate fields), such tools are for convenience only. Customer is solely responsible for determining the correct tax rates and rules applicable to its Programs. Hudl makes no representation or warranty regarding the accuracy of such tools or their compliance with Customer's tax laws.

7. Refunds.

7.1. **Refunds.** All communications or disputes regarding refunds are between Customer and End Users. Customer is solely responsible for establishing and communicating its refund policy to End Users. Customer agrees to clearly post its refund policy on the Registration Site or within the Program information prior to accepting any registrations. Hudl is not responsible for Customer's failure to disclose such policies. Customer may choose to issue a refund in its discretion through the Registration Services. Hudl will not be liable for any decision to issue or not issue refunds. By initiating a refund within the Registration Services, Customer authorizes a refund of the amounts paid by the End User for the Program, including Transaction Fees, to the End User from Customer's Payment Processor account. Customer acknowledges that Hudl and the Payment Processor will not refund the Transaction Fees; however, Hudl's current policy is to reimburse Customer for the refunded Transaction Fees to the End User, provided that Hudl may change such policy upon written notice to Customer. If Customer's Payment Processor account does not have sufficient funds to cover such refunds and Customer has already received payment of the related revenue, Customer agrees to promptly reimburse Hudl upon request for any shortage of the refund amount that Hudl may choose to cover using its own funds (provided that in no event shall Hudl have any liability to Customer if it does not cover such refunds). Notwithstanding anything to the contrary herein, Hudl reserves the right to process refunds to End Users, including Transaction Fees, without Customer's prior consent and without liability to Customer in the event of: (a) system errors or technical failures; (b) suspected fraud; (c) compliance with card network rules; (d) violation of this Registrations Addendum by Customer with respect to the Program being offered; (e) cancellation (or postponement) of a Program by Customer; or (f) for other similar situations. Customer acknowledges and agrees that in such instances, Hudl may refund such amounts from Customer's Payment Processor account and Hudl may choose but is not required to cover the refunded Transaction Fees.

7.2. **Support.** Customer is solely responsible for providing all support to End Users and Participants regarding Program details, schedules, cancellations, refunds, and eligibility requirements. Hudl's support obligations are limited to providing technical support to Customer's Authorized Users regarding the functionality of the Registration Services and the Registration Site, in accordance with the Agreement. Hudl is not obligated to provide direct support to End Users or Participants with respect to the Programs.

8. Indemnification, Disclaimer and Liability.

8.1. **Program Indemnification.** In addition to its indemnification obligations in the Agreement, Customer agrees to defend, indemnify, and hold harmless Hudl and its Affiliates from and against any and all claims, demands, suits, proceedings, damages, liabilities, losses, and expenses (including reasonable attorney's fees) arising out of or related to: (a) any bodily injury, death, or property damage resulting from the operation of, or participation in, a Program; (b) the cancellation or postponement of a Program; or (c) Customer's failure to provide the goods or services associated with a Program.

8.2. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, 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 REGISTRATIONS ADDENDUM; AND THE REGISTRATION SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

8.3. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF HUDL (INCLUDING ITS AFFILIATES AND SUPPLIERS), ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES UNDER THE AGREEMENT IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY.

8.4. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE 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.

9. **General.** Customer agrees and acknowledges that it shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party, amend, alter, or contract away (or seek to amend, alter, or contract away) any of its rights, liabilities, or obligations under the Agreement through any means including, through any waiver, contract, terms, or communication with End Users (individually and collectively, **"Additional Terms"**). Customer agrees and acknowledges that any such amendment, alteration, or contracting away of any such liabilities, or obligations under the Agreement shall be void, and of no force or effect. Hudl shall bear no liability or obligation to any End User under any Additional Terms, and any provision of any Additional Terms that is inconsistent with the Agreement, or that expressly, implicitly, or effectively imputes any liability or obligation upon Hudl to any End User or to any other third party shall be void, and of no force or effect.
10. **Additional Definitions.**
- 10.1. **"Documentation"** means the technical documentation provided by Hudl in connection with the Registration Site.
 - 10.2. **"End User"** means a user who registers for or signs up for a Program or otherwise uses the registration services available on the Hudl platform in connection with a Program registration.
 - 10.3. **"Hudl User Terms of Service"** means the Hudl Terms of Service, available at www.hudl.com/terms, which may be updated from time to time by Hudl in its sole discretion.
 - 10.4. **"Participant"** means the individual attending or participating in the Program.
 - 10.5. **"Registration Site"** means the functionality found at www.hudl.com that allows Customer to offer Programs.
 - 10.6. **"Program"** means coaching, training, seasons, camps, clinics, tryouts, tournaments, memberships, enrollments, and other events or activities that are offered by Customer using the Registration Services.
 - 10.7. **"Stripe"** means Stripe, Inc.
 - 10.8. **"Trademarks"** means one or more of Customer's or, if applicable, any of its Member Schools' trademarks, service marks, trade names, trade dress, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned and/or in use by Customer or, if applicable, any of its Member Schools as of the Effective Date, or which are acquired and/or used by either party thereafter.

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