

## HUDL REGISTRATION TERMS

These Hudl Registration Terms (the “**Registration Terms**”) are an addendum to, made part of, and incorporated into (a) the signed agreement entered into between Hudl and Organization governing Organization’s use of Hudl products and services or, if no such signed agreement exists, (b) the Hudl Terms of Service (in either case, the “**Hudl Terms**”, and collectively with these Registration Terms, the “**Agreement**”) and are entered into between Organization and Hudl as of the Effective Date (defined below). Organization agrees to comply with the terms of the Agreement. Organization is also subject to the AUP with respect to the Products provided pursuant to these Registration Terms. Any capitalized terms not defined below have the meaning given to them in the Hudl Terms. Except as expressly provided in these Registration Terms, all the terms and provisions of the Hudl Terms are and will remain in full force and effect. In the event of a conflict between these Registration Terms and the Hudl Terms, these Registration Terms shall control with respect to the subject matter of these Registration Terms.

These Registration Terms are effective between Organization and Hudl as of the earlier of the date Organization (i) accepted these Registration Terms or (ii) first accessed or used the Registration Site or the Registration Services (the “**Effective Date**”).

### 1. Description of Services

- 1.1. Registration Services. The services and software available to Organization at the Registration Site (collectively, the “**Registration Services**”) are deemed to be Products under the Hudl Terms as well as Services and Software, as applicable, under the Hudl Terms. Organization 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 Terms of Service, available at [www.hudl.com/terms](http://www.hudl.com/terms), which may be updated from time to time by Hudl in its sole discretion.
- 1.2. Programs and Management Services. The Registration Services include functionality that allows Organization 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 Organization 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 Organization. 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 Organization at an additional cost. Such additional cost features and functionality will be provided pursuant to a signed Order between Hudl and Organization.
- 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 Organization and, if applicable, its Member Schools. Hudl is acting on behalf of Organization with respect to the Programs, and Hudl handles the transaction for the Programs for Organization. Organization agrees that all matters concerning Programs are solely between the End User and/or the Participant and Organization.
- 2.2. Organization Responsibilities. Organization 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 Organization 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, Organization’s Data Policies, and Organization’s privacy policy, which Organization 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 without limitation 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 Organization has the ability to choose what kinds of Participant Information that Organization will use the Registration Services to collect. Organization agrees, however, that Organization 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 Organization using the Registration Services without liability to Organization.
- 2.4. Participant Information. Organization acknowledges that the Registration Services allow for the upload and storage of Participant Information. For any Participant Information, Organization 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 ("**Organization's Data Policies**"); (b) collect, maintain, and process Participant Information in compliance with Organization's privacy policy and notify End Users of Organization'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](mailto: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. Organization retains the obligation to comply with all Applicable Laws regarding the collection, use, processing, retention, and disposal of Participant Information.
- 2.5. Organization Representations and Warranties. Organization represents and warrants that (a) it is authorized to provide the Programs; (b) all Program information provided to Hudl including without limitation through the Registration Services is accurate and up to date; (c) entering into these Registration Terms will not result in any breach or default of any other agreement to which Organization is a party; and (d) prior to uploading or entering any Participant Information to the Registration Site (including, without limitation, on behalf of an End User or Participant), Organization 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 Organization to upload, store, and share the Participant Information with Hudl for the purposes of providing the Registration Services and as otherwise provided in these Registration Terms and the Hudl End User Terms. Organization represents and warrants that its collection, use, and processing of Participant Information complies with all Applicable Laws.
- 2.6. Districts/Leagues/Conference. If Organization is a district, league, or conference, Organization understands and agrees that these Registration Terms will automatically apply to the schools in Organization's district, league, or conference ("**Member Schools**"). Organization represents and warrants that Organization has the authority to agree to the terms of the Agreement on behalf of the Member Schools. Member Schools will each be deemed an "Organization" as used in these Registration Terms.

### 3. Grants

- 3.1. Grants to Organization. Hudl hereby grants to Organization 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. Organization 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 Organization, and if applicable, each of its Member Schools, for the provision of the Registration Services and Programs. Organization agrees that Hudl may display Organization's (and its Member Schools') Trademarks on the Registration Site and the Registration Services and in connection with the promotion of Organization, its Member Schools, and its Programs. Organization hereby grants to Hudl and its Affiliates a limited license to use information provided by Organization relating to Organization (and its Member Schools) and the Program, which may include content regarding the Program, and Organization's (and its Member Schools') Trademarks, in connection with the promotion of Organization, its Member Schools, or its Programs. Organization 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 Organization 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. Organization 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. Organization 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 Organization's Programs and registrations, including without limitation 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 Organization or identify Organization 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 Organization 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 Laws, 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 these Registration Terms. Organization 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 Terms of Service, available at [www.hudl.com/terms](http://www.hudl.com/terms), and the Hudl Privacy Policy, available at [www.hudl.com/privacy](http://www.hudl.com/privacy), as each may be updated from time to time in Hudl's sole discretion, (collectively, "**Hudl End User Terms**"). Organization agrees that such agreements create a direct relationship between Hudl and the End User regarding the use of the Hudl platform, including without limitation any registration services offered to End Users, distinct from the End User's relationship with Organization regarding the Program. The Registration Services are designed to enable Organization 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 these Registration Terms 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. Organization 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 Organization, during or with respect to a registration for a Program, at the request of End Users. Participant Information may include, without limitation, 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, Organization 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 these Registration Terms is compliant with Applicable Data Protection Laws. For the purposes of the Agreement, "**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. Organization 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 Organization's outreach to End Users or Participants via email or SMS. Organization further agrees that Organization 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 these Registration Terms, to violate Applicable Data Protection Laws. If Organization is subject to Applicable Data Protection Laws that require the parties to enter into a Data Protection Addendum that includes terms supplemental to these Registration Terms, it is Organization's obligation to notify Hudl of that requirement. End User Personal Information is not, and shall not be, Organization Data or Customer Data under the Hudl Terms.
- 4.5. Data Retention. The Registration Services are not intended to serve as a permanent system of record for Organization's Programs. Organization 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. Organization agrees that Organization 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. Organization is required to setup an account with Stripe to use the Registration Services. Hudl may change the required Payment Processor upon written notice to Organization, and in such event, Organization acknowledges and agrees that it must setup an account with such new Payment Processor (and agree to their terms) in order to continue to use the Registration Services. Organization warrants to Hudl that Organization 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 Organization at no charge. Organization 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 these Registration Terms or by providing written notice to the Organization. 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 Organization 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. Organization may elect, via the Registration Site settings, to either: (i) 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 (ii) absorb the Transaction Fees, in which case the fee will be deducted from the gross revenue from Organization's Programs before disbursement to Organization. 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 Organization 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 Organization's service either in one lump sum or in installments. If Organization 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 Organization 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 Organization will not attempt to collect or otherwise recoup the missed payment.
- 6.2.3. Organization 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 Organization will be collected, and all applicable Transaction Fees will be deducted and paid to Hudl and the Payment Processor as applicable. The remaining revenue ("**Organization's Revenue**") will be disbursed to Organization's Payment Processor account. Periodic disbursements from Organization's Payment Processor account to the account selected by Organization in its agreement with the Payment Processor will be made.
- 6.4. Taxes. Organization is responsible for collecting and remitting any applicable sales tax and any other taxes on all Program registrations. Organization 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. Organization 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 Organization's tax laws.

## 7. Refunds

- 7.1. Refunds. All communications or disputes regarding refunds are between Organization and End Users. Organization is solely responsible for establishing and communicating its refund policy to End Users. Organization 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 Organization's failure to disclose such policies. Organization 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, Organization authorizes a refund of the amounts paid by the End User for the Program, including Transaction Fees, to the End User from Organization's Payment Processor account. Organization acknowledges that Hudl and the Payment Processor will not refund the Transaction Fees; however, Hudl's current policy is to reimburse the Organization for the refunded Transaction Fees to the End User, provided that Hudl may change such policy upon written notice to Organization. If Organization's Payment Processor account does not have sufficient funds to cover such refunds and Organization has already received payment of the related revenue, Organization 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 Organization 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 Organization's prior consent and without liability to Organization in the event of: (i) system errors or technical failures; (ii) suspected fraud; (iii) compliance with card network rules; (iv) violation of these Registration Terms by Organization with respect to the Program being offered; (v) cancellation (or postponement) of a Program by Organization; or (vi) for other similar situations. Organization acknowledges and agrees that in such instances, Hudl may refund such amounts from Organization's Payment Processor account and Hudl may choose but is not required to cover the refunded Transaction Fees.

- 7.2. Support. Organization 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 Organization's Authorized Users regarding the functionality of the Registration Services and the Registration Site, in accordance with the Hudl Terms. 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 under the Hudl Terms, Organization 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: (i) any bodily injury, death, or property damage resulting from the operation of, or participation in, a Program; (ii) the cancellation or postponement of a Program; or (iii) Organization'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 THESE REGISTRATION TERMS; AND THE REGISTRATION SERVICES ARE PROVIDED TO ORGANIZATION 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 EITHER PARTY (INCLUDING EITHER PARTY'S AFFILIATES AND HUDL'S SUPPLIERS), ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY ORGANIZATION 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, BUT WILL NOT LIMIT EITHER PARTY'S PAYMENT OBLIGATIONS UNDER THE HUDL TERMS.
- 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.** Organization 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, but not limited to, through any waiver, contract, terms, or communication with End Users (individually and collectively, "**Additional Terms**"). Organization 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. "**AUP**" means Hudl's Acceptable Use Policy found at <https://www.hudl.com/acceptable-use-policy>.
- 10.2. "**Documentation**" means the technical documentation provided by Hudl in connection with the Registration Site.
- 10.3. "**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.
- 10.4. "**Hudl**" means Agile Sports Technologies, Inc.
- 10.5. "**Hudl Terms of Service**" means the Hudl Organization Terms of Service, available at [www.hudl.com/eula](http://www.hudl.com/eula) ("**Organization Terms**"), or if Customer is a college, junior college, community college, university or professional sports organization, then it means the Hudl Master Subscription Agreement, available at <https://www.hudl.com/legal/agreements/master-subscription> ("**MSA**").
- 10.6. "**Organization**" means either "Organization" under the Organization Terms or "Customer" under the MSA, as applicable.
- 10.7. "**Participant**" means the individual attending or participating in the Program.
- 10.8. "**Registration Site**" means the functionality found at [www.hudl.com](http://www.hudl.com) that allows Organization to offer Programs.
- 10.9. "**Program**" means coaching, training, seasons, camps, clinics, tryouts, tournaments, memberships, enrollments, and other events or activities that are offered by Organization using the Registration Services.
- 10.10. "**Stripe**" means Stripe, Inc.
- 10.11. "**Trademarks**" means one or more of Organization'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 Organization 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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