

Hudl Streaming Addendum

This Hudl Streaming Addendum (the “**Streaming Addendum**”) is an addendum to, and incorporated into by this reference, (a) the signed agreement between Hudl and Customer or, if no such signed agreement exists, (b) the Hudl Master Subscription Agreement found at <https://www.hudl.com/legal/agreements/master-subscription> (in either case, the “**MSA**”) and is entered into between Customer and Hudl as of the Effective Date (defined below). Any capitalized terms not defined below have the meaning given to them in the MSA.

This Streaming Addendum is effective between Customer and Hudl as of, the earlier of, the date of Customer accepting this Streaming Addendum or using the Hudl Streaming Service (the “**Effective Date**”).

1. Description of Service. The Hudl Streaming Service includes, among other things, streaming, audio and video publishing software, hosted content distribution tools, and technological feature subscriptions (the “**Hudl Streaming Service**”). The Hudl Streaming Service includes all updates.
2. Registration Obligations; Account, Password, and Security.
 - a. Customer will provide accurate, current, and complete information as prompted by the Hudl Streaming Service’s registration form and online account settings (the “**Registration Data**”) and will maintain and promptly update the Registration Data to keep it accurate, current, and complete.
 - b. Customer is responsible for maintaining the confidentiality of its Registration Data and is responsible for all activities that occur under Customer’s account. Customer will promptly notify Hudl of any unauthorized use of account or any other breach of security. Customer will train its Authorized Users to exit from Customer’s account at the end of each session. Hudl is not liable for any loss or damage arising from Customer’s failure to comply with this Section.
3. Customer Conduct.
 - a. Customer agrees to comply with Hudl’s Acceptable Use Policy found at <https://www.hudl.com/acceptable-use-policy> (“**Acceptable Use Policy**”) and will ensure its Authorized Users comply with the Acceptable Use Policy.
 - b. Hudl and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen any Content that is available via the Hudl Streaming Service. Hudl and its designees shall have the right to remove any Content that Hudl believes, in its sole discretion, violates this Streaming Addendum, the MSA, applicable law, any Order Form, or is otherwise objectionable.
 - c. Customer agrees that it bears all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content, including without limitation information in Hudl forums, competitions, and in all other parts of the Hudl Streaming Service.
 - d. Customer acknowledges, consents, and agrees that Hudl may access, preserve, and disclose Customer’s account information and Customer Data if required to do so by applicable law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Streaming Addendum, the MSA, or an applicable Order Form; (c) respond to claims that any Customer Data violates the rights of third parties; (d) respond to Customer’s request for customer service or technical support; or (e) protect the rights, property, or personal safety of Hudl or its Affiliates and either of their users or customers, and the public.
 - e. Customer understands that the Hudl Streaming Service and software embodied within the Hudl Streaming Service may include security components that permits digital materials to be protected, and that use of these materials is subject to usage rules set by Hudl and/or content providers who provide Content to the Hudl Streaming Service. Customer shall not attempt to override or circumvent any of the usage rules embedded into the Hudl Streaming Service. Any unauthorized reproduction, publication, further distribution, or public exhibition of the materials or Content provided on the Hudl Streaming Service, in whole or in part, is strictly prohibited.
4. International Nature of Communications using the Hudl Streaming Service. When Customer registers for the Hudl Streaming Service, Customer acknowledges that in using the Hudl Streaming Service to send electronic communications (including, but not limited to, email, search queries, uploading photos and files to the Hudl media manager, and other internet activities), Customer will be causing communications to be sent through Hudl’s computer networks, portions of which are located across the United States and internationally.
5. Customer Data on the Hudl Streaming Service.
 - a. As a Hudl Streaming Service user, Customer may submit Customer Data to the Hudl Streaming Service. The following terms and conditions apply to Customer Data submitted to or through the Hudl Streaming Service:
 - i. Customer shall be solely responsible for its Customer Data. In connection with any Customer Data, Customer affirms, represents, and warrants that: Customer owns or has the necessary licenses, rights, consents, and permissions to use and authorize (and Customer hereby

authorizes and grants a license to Hudl and its Affiliates and media partners to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all Customer Data to enable inclusion and use of the Customer Data in the manner contemplated by Hudl pursuant to this Streaming Addendum, the MSA, and any content sharing agreement between Hudl and one of its media partners.

- ii. In connection with any Customer Data, Customer further represents and warrants that it will not submit material that is copyrighted, protected by trade secret, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless Customer is the owner of such rights or have permission from their rightful owner to post the material and to grant Hudl and its media partners all the license rights granted herein.
 - iii. Hudl does not endorse any Customer Data, or any opinion, recommendation, or advice expressed therein, and Hudl expressly disclaims all liability in connection with such Customer Data. Hudl reserves the right to remove Customer Data without prior notice.
6. No Resale of Hudl Streaming Service. Customer agrees not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes any portion of the Hudl Streaming Service (including Customer's Hudl Streaming Service profile), use of the Hudl Streaming Service, or access to the Hudl Streaming Service. Customer may not share or resell its Hudl Streaming Service license(s).
7. General Practices Regarding Use and Storage. There may be storage limits associated with Products purchased. Hudl has no responsibility or liability for the deletion of or failure to store any Customer Data maintained or transmitted by the Hudl Streaming Service outside of the stated limits. Customer acknowledges that Hudl reserves the right to log off accounts that are inactive for an extended period. Customer further acknowledges that Hudl reserves the right to modify these general practices and limits from time to time upon written notice to Customer.
8. Dealings with Advertisers. Customer's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Hudl Streaming Service, including payment and delivery of related goods and services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between Customer and such advertiser. Customer agrees that Hudl shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Hudl Streaming Service.
9. Links. The Hudl Streaming Service may provide, or third parties may provide, links to other World Wide Web sites or resources, either for advertisement purposes or for the distribution of software and/or services. Because Hudl has no control over such sites and resources, Customer acknowledges and agrees that Hudl is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Customer further acknowledges and agrees that Hudl shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource.
10. Third Party Proprietary Rights. Customer acknowledges and agrees that content contained in sponsor advertisements or information presented by Customer through the Hudl Streaming Service or by advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws.
11. Streaming.
 - a. Hudl's streaming service provides unlimited U.S. viewership.
 - b. Customer may stream an unlimited number of broadcasts, including concurrently (ex. Streaming volleyball and football at the same time). Hudl reserves the right to review and restrict use that is deemed excessive or abusive of this policy. Notwithstanding the foregoing, the pricing available to Customer for the Hudl Streaming Service is based on the understanding that Customer will only stream Customer's Contemplated Events. "**Contemplated Events**" are those of the same type as the contracting Customer's purpose. For example, athletic events are the Contemplated Events for an athletic department.
 - c. An ongoing broadcast stream will be automatically stopped after twelve (12) hours.
 - d. All live events will automatically be archived within one (1) hour of the completion of the broadcast.
 - e. Long-term storage is included for all Hudl originated broadcasts (i.e., a broadcast which was originally streamed through the Hudl Streaming Service) for as long as an active Hudl Streaming license is maintained. Historical uploads of streams which originated from non-Hudl services may be available for additional fees if Customer desires.
 - f. Customer will have thirty (30) days from the effective date of its termination of the Hudl Streaming Service to download any archives through the vCloud CMS to its local storage prior to deletion. Once deleted, broadcasts cannot be streamed or recovered. In most cases, Customer will retain the right to its own broadcast media; however, in the case that media rights are owned by a third-party (i.e., tournament

rights with a collegiate conference or state high school association), Customer may be required to abide by the rules and regulations of the media rights' holder.

- g. Production is the sole responsibility of Customer.

12. Revenue Share Details.

- a. Paywall Revenue. The Hudl Streaming Service allows for discretionary Paywall controls, including options to pay-per-view, pay-per-download, or purchase streaming subscriptions (collectively, "**Paywalls**"). Revenue generated using Paywalls, less any applicable transaction processing fees, including without limitation credit card processing fees, refunds, and taxes, is included in the gross revenue sharing calculations ("**Shared Revenue**"). In the event a third-party owns the media rights to the streamed content, additional fees or variable arrangements may apply. Notwithstanding the foregoing, Hudl reserves the right to charge viewers an additional service fee in connection with any Paywalls in Hudl's sole discretion. Such additional service fees do not constitute Shared Revenue. If Customer has any questions regarding the media rights ownership of the content it is streaming, please contact Hudl support. Paywalls are subject to the following restrictions:
 - i. Live and archived broadcasts must be purchased on an individual basis for a minimum of \$8.00 per event.
 - ii. Customer may elect to provide its Game Video under an annual All-Access pass with a minimum of \$75.00 per year and/or a monthly subscription with a minimum of \$15.00 per month. "All-Access" passes include Customer's available Game Video.
 - iii. These required minimums apply unless Customer's applicable Order Form expressly provides otherwise.
- b. Customer-Sourced Advertising Revenue. Customer can also generate revenue by sourcing and then manually inserting such Customer-sourced advertisements using production tools or the Hudl Streaming Service, including but not limited to, video clip insertion or graphic overlay features ("**Customer-Sourced Advertising**"). Revenue generated from Customer-Sourced Advertising belongs to the Customer and Hudl makes no claim to revenue generated from Customer-Sourced Advertising.

13. Hudl-Sourced Advertising Revenue. Customer or Hudl may insert pre-roll, mid-roll, or display advertisements provided or hosted by Hudl (including advertisements Hudl provides, hosts, or generates using third parties) (collectively, "**Hudl-Sourced Advertising**"). Revenue generated from Hudl-Sourced Advertising, less any credit card processing fees, refunds, and taxes, constitutes Shared Revenue.

14. Revenue Share Payment Details and Requirements.

- a. Shared Revenue will be allocated between Customer and Hudl in accordance with the Customer Rev Share percentage delineated in Customer's applicable Order Form. Shared Revenue payable to Customer ("**Shared Revenue Payouts**") may be distributed via check, ACH, or applied as a credit against current or future invoices issued to the Customer by Hudl for the purchase of Products. Regardless of payment type, Hudl requires a current, completed, and signed IRS Form W-9 from Customer before it will make any Shared Revenue Payout. Failure to provide a current, completed, and signed IRS Form W-9 will render Customer ineligible for participation in any revenue sharing program and Customer will not be entitled to any Shared Revenue Payouts which would have been made prior to submitting the Customer's current, complete, and signed IRS Form W-9.
- b. If the Shared Revenue Payout will be made via ACH or check, Customer must provide its contact and payment information via Hudl's vendor portal. If Customer fails to provide accurate and current information in Hudl's vendor portal, Customer may forfeit any Shared Revenue Payouts which would have been made prior to the time the Customer provides its information. Shared Revenue allocations will be calculated on a quarterly basis in accordance with the following schedule: (i) Quarter 1 (January 1- March 31); (ii) Quarter 2 (April 1 - June 30); (iii) Quarter 3 (July 1 – September 30); and (iv) Quarter 4 (October 1- December 31).
- c. Shared Revenue Payouts will be paid within sixty (60) days of the close of the applicable quarter unless the total Shared Revenue Payout is less than \$250. If the Shared Revenue Payout is less than \$250, Hudl will roll the total amount of Shared Revenue attributable to Customer over to the next quarter until the cumulative total Shared Revenue Payout is more than \$250. Notwithstanding the foregoing, Hudl will pay out any outstanding Shared Revenue Payout within 60 days of the close of Quarter 2, regardless of amount.
- d. If either the MSA or the Order Form which includes the Hudl Streaming Service is terminated, Customer is only entitled to its percentage of Shared Revenue which accrued prior to the effective date of termination. For the sake of clarity, Customer is not entitled to any percentage of Shared Revenue accrued after the effective date of termination. Shared Revenue Payouts for Shared Revenue accrued

prior to the effective date of termination, will be paid out in accordance with the schedule set forth in this Streaming Addendum.

15. Refunds. Viewer refunds will be provided at Hudl's discretion and in accordance with the Viewer Terms of Use. If a viewer refund is issued, including without limitation refunds issued as a result of credit card disputes, such refunded amounts will be subtracted from the Shared Revenue.

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