# Hudl Ticket Services Addendum

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

The MSA, any applicable Order(s), and all Supplemental Addenda (including this Ticketing Addendum) collectively form the "**Agreement**." Customer agrees to use Hudl Ticket Services in accordance with the Agreement.

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 Ticketing Addendum and the MSA, but only to the extent required by applicable law or regulation; (c) this Ticketing 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.

This Ticketing Addendum shall remain in effect until the Agreement has expired or been terminated in accordance with its terms. Except as expressly set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

## 1. Scope and Provision of Hudl Ticket Services

1.1. **Product Description.** The services and software available to Customer at the Hudl Tickets Site (collectively, the "**Hudl Ticket Services**") are deemed to be Products under the Agreement as well as Services and Software, as applicable, under the Agreement. This includes functionality for offering Ticket Products and may include functionality for offering Custom Items. Customer must have an active subscription to Services to use the Hudl Ticket Services. The purchase and use of Digital Tickets and, if any, Custom Items is governed by the Hudl Ticket Purchase Terms found at https://www.hudl.com/terms/tickets, which may be updated from time to time by Hudl in its sole discretion, provided that in certain cases the Hudl Ticket Purchase Terms may not be expressly agreed to by Event Guests when Organization chooses to use POS Services.

1.2. **Co-branded Website.** The Hudl Ticket Services include a co-branded website page and online ticket service available to Customer at no additional cost for the purpose of providing Digital Tickets featuring Customer's Events and, if applicable, its Member Schools' Events through Event Listings.

1.3. **Ticket Products and Management Services.** The Hudl Ticket Services include functionality that allows Customer to offer Ticket Products for sale to Event Guests through the Hudl Tickets Site and functionality to process such Ticket Product sales and to manage reservations, certificates, admissions, and confirmations with respect to such Ticket Products. The Hudl Ticket Services may allow Customer to offer a Pass, which is a Digital Ticket for purchase that allows entry into multiple Events, or a League Pass, which is a Digital Ticket for purchase that allows entry into Events offered by a Member Organization or League.

1.4. **POS Services.** The Hudl Ticket Services may include functionality that allows Customer to offer Ticket Products and Custom Items for sale to Event Guests via POS Services at the Event venue on the day of the Event. In order to use these POS Services (if Hudl makes them available to Customer), Customer must separately purchase a Stripe POS Device from Hudl and use the Hudl Ticket Reader mobile app to process the payment and complete the sale.

1.5. **Reserved Seating.** The Hudl Ticket Services may include functionality for Customer to allow Event Guests to select and reserve specific seats. Floorplan information will be required in order for Customer to use this functionality. Customer acknowledges that Customer is responsible for providing accurate information about floorplans and seats available through the Hudl Ticket Services. Customer agrees to only use the Hudl Ticket Services for the seats it chooses to make available through the Hudl Ticket Services in order to avoid double booking seats. If Customer uses the reserved seating feature of the Hudl Ticket Services, Customer grants Hudl and its Affiliates a perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free, fully paid up, worldwide license to any drawing, floorplan, configuration, content, data, or information provided by Customer through the Hudl Ticket Services for the reserved seating feature ("**Floorplan Info**") for any purpose ("**Floorplan License**"). Because the Floorplan Info may be used to create maps for individuals to select seats and may be shared publicly, Customer agrees that any Floorplan Info shall not be Confidential Information of Customer. The Floorplan License shall survive the termination or expiration of the Agreement.

1.6. **Changes.** Hudl may suspend or terminate the Hudl Ticket 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 Hudl Ticket Services at no additional cost to Customer. Hudl may also modify, enhance, or expand the Hudl Ticket 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.

1.7. **League Pass.** Once processed by Hudl and where available, Customer's district, league or conference (the "**League**") may offer a League Pass by completing a form provided by Hudl for this purpose or through the Hudl platform, if available. Either on the form or through the Hudl platform, if available, the League will set the League Pass price, identify the participating organizations within its League ("**Member Organization(s)**"), and determine the events included in the League Pass. If Customer's League offers a League Pass and includes Customer as a Member Organization, Customer agrees that any other

organization within its League as well as the League itself may sell a League Pass through the Hudl Ticket Services that includes any or all of Customer's Events and allows another Member Organization or the League, as applicable, selling the League Pass to receive any revenue for such League Pass that includes Customer's Events (and be responsible for any Transaction Fees). Customer agrees that it does not have any claim to any revenue related to such League Pass sold by another Member Organization or the League itself. Similarly, except as otherwise provided herein, once included in the League Pass, Customer may offer a League Pass for events of other Member Organizations or the League through the Hudl Ticket Services and receive the related revenue. The organization selling the League Pass is considered the seller of the League Pass and Digital Ticket under this Ticketing Addendum, including for purposes of refunds and Ticket Rebates. Customer agrees that the League Pass price will be set by the League and that the League will determine the Events included in the League Pass. If Customer is the League, Customer (a) agrees, represents, and warrants that it has authority to agree to the provisions in this Ticketing Addendum regarding League Passes on behalf of its Member Organizations; (b) agrees to cause its Member Organizations to comply with this Ticketing Addendum; and (c) agrees that this Ticketing Addendum supersedes any other terms a Member Organization may have agreed to with Hudl regarding a Digital Ticket, including the allocation of revenue, where there is a conflict. Customer agrees to honor a League Pass sold by another Member Organization or its League for Customer's Events.

1.8. **No Guarantees.** Hudl does not guarantee that any minimum number of Ticket Products or minimum number of Custom Items for Customer's Events will be purchased.

1.9. **Age Restrictions**. Customer acknowledges and agrees that children under 13 are strictly prohibited from accessing or using any products or services of Hudl, creating a Hudl account, or providing any personal information to Hudl, regardless of whether Customer serves students or athletes under 13. Further, in accordance with the Hudl Ticket Purchase Terms found at https://www.hudl.com/terms/tickets, Ticket Products are only available for purchase by individuals of legal age to form a binding contract (generally 18+).

## 2. Responsibilities of the Parties.

2.1. **Hudl Responsibilities.** Subject to the terms of the Agreement, Hudl will provide the Hudl Ticket Services to Customer and, if applicable, its Member Schools.

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; (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data (including Floorplan Info) and the means by which Customer acquired the Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Hudl Tickets Site and Hudl Ticket Services, and notify Hudl promptly of any such unauthorized access or use; (d) use the Hudl Tickets Site and Hudl Ticket Services and offer Ticket Products and Custom Items only in accordance with the Documentation and Applicable Law; (e) provide Hudl with assistance, information and the Customer Data that is reasonably requested as necessary to effectively provide the Hudl Ticket Services; and (f) be solely responsible for the Customer's Event and its general operation.

2.3. **Customer Representations and Warranties.** Customer represents and warrants that (a) it is authorized to provide access to, and promote, such Events and offer Ticket Products for such access and to offer Custom Items; (b) all Event information, including (i) the overall number and location of available seats, and (ii) the date, time, and location of Events, provided to Hudl including through the Hudl Ticket Services is accurate and up to date; and (c) entering into this Ticketing Addendum will not result in any breach or default of any other agreement to which Customer is a party.

2.4. **Grants to Hudl.** Customer hereby grants Hudl and its Affiliates a non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to an assignment of the MSA), 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 Hudl Ticket Services. Customer grants Hudl and its Affiliates the right to advertise the Events and the availability of the Ticket Products and Custom Items for the Events and use Customer's Trademarks, and, if applicable, its Member Schools' Trademarks, to do so. Customer agrees that Hudl may display Customer's (and its Member Schools') Trademarks on the Hudl Tickets Site and the Hudl Ticket Services. Customer agrees that Hudl shall have the right to sell advertising on Ticket Products and on the Hudl Tickets Site and retain any advertising revenue with respect thereto.

2.5. **Districts/Leagues/Conference.** If Customer is a district, league or conference, Customer understands and agrees that this Ticketing 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 Ticketing Addendum.

2.6. **Customer Ticket Information.** For Ticket Products sold using the Hudl Ticket Services (except for POS Services if such information is not available), Hudl will provide Customer with the full name and email address for each purchaser of Ticket Products for Customer's Events or other unique identifier for purchased Ticket Products solely to allow Customer to verify and account for the Ticket Products with respect to such Events. With respect to any Personal Information of Ticket Product purchasers provided to Customer, Customer agrees that it (a) will only process such Personal Information for the purpose of verifying and accounting for the Ticket Products for Customer's Events; (b) will not retain, use or disclose (including outside of the direct business relationship between Hudl and Customer) such Personal Information except for the purpose of verifying and accounting for the Ticket Products for Customer's Events and will delete and/or securely destroy such Personal Information promptly after the Event (and in any event within 10 days); and (c) will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such Personal Information to any third party for monetary or other valuable

consideration. Customer agrees to comply with all Applicable Laws with respect to any Personal Information of Ticket Product purchasers and Event Guests received pursuant to the Agreement.

2.7. **Hudl Tickets Site User Information.** Except for information provided by Authorized Users of Customer in the course of managing Events and related Ticket Products or managing streaming services on behalf of Customer ("**Customer User Information**"), Customer acknowledges and agrees that information provided by and usage and activity information of users, including any Event Guests, of the Hudl Tickets Site is not Customer Data under the MSA. Subject to Applicable Law and the Hudl Privacy Policy and except for Customer User Information, Hudl will exercise all rights of ownership over information provided by users, including Event Guests, of the Hudl Tickets Site and their usage and activity information, regardless of which Platform they use to access the site ("**Hudl Tickets Site User Information**"). Customer agrees that an Authorized User of Customer that purchases a Ticket Product or streaming access on the Hudl Tickets Site is doing so in their individual and personal capacity and not on behalf of the Customer and that any related information of such individuals is not Customer Data. Other than for Customer User Information, in the event that any Hudl Tickets Site User Information is provided or created by an Authorized User of Customer and may be considered to be Customer Data under the MSA for any reason, Customer grants Hudl and its Affiliates the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable, royalty-free, fully paid up, perpetual and irrevocable right and license to use such information, including any Intellectual Property Rights in such information, for any and all purposes to the same extent as if Hudl were the owner of such information, which right and license shall survive the termination of this Agreement.

2.8. **Grants to Hudl for Event 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 Events, including revenue, sales, and attendance information, 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.

2.9. **Customer License Grant for Events**. Customer grants the following license rights to Hudl and its Affiliates: the non-exclusive, worldwide, sublicensable (through multiple tiers), 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 the Event information and Event Listings, 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 any and all purposes. This license shall survive the termination of this Agreement.

## 3. Third Party Terms of Service

3.1. **Payment Processing.** Stripe provides payment processing services for the Hudl Ticket 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. If Customer is using the POS Services, Customer further acknowledges that it may only use the Stripe POS Device in conjunction with the Stripe Terminal Services Terms and agrees that Customer is subject to, and shall comply with, the Stripe Terminal Services Terms. Unless Hudl approves Customer for Check Payments, Customer is required to set up an account with Stripe to use the Hudl Ticket 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.

3.2. **Check Payment.** Hudl may approve Customer to receive payments of Customer's Revenue via check ("**Check Payment**") instead of via a Stripe account. In order for Customer to receive Check Payments, Customer is required to sign up with Tipalti and provide Customer's contact and payment information. Hudl requires a current, completed, and signed IRS Form W-9 from Customer before it can make any Check Payments. If Customer fails to provide accurate and current information in Tipalti, Hudl may instead provide Customer's Revenue to Customer as a credit against current or future invoices issued to Customer by Hudl for the purchase of Products. In providing payment to Customer via Check Payments in connection with the Hudl Ticket Services hereunder, Customer acknowledges and agrees that (a) Hudl is the agent of Customer for purposes of the payment transaction, (b) the Ticket Product purchaser shall be deemed to be the payor for any such payment transaction, (c) Customer shall be deemed to be the payee for any such payment transaction, and (d) the Ticket Product purchaser's obligation to Customer in connection with any such payment transaction is satisfied upon receipt by Hudl of payment from the Ticket Product purchaser, including in the event Hudl fails to remit funds to Customer. Customer agrees to fully cooperate with Hudl to ensure Hudl acts as Customer's "agent of the payee" including,and where required by applicable law, by holding Hudl out to the public as accepting payments for goods and services on Customer's behalf.

## 4. Fees and Payments.

4.1. **Fees.** Except as otherwise provided herein, Hudl provides the Hudl Ticket Services to Customer at no charge. Except for League Passes where the League sets the price, Customer determines the amount it will receive for each Digital Ticket, Pass, or Custom Item sold or provided to Event Guests. As described at www.hudl.com/eula/tickets/fees ("**Fees Summary**"), Stripe and Hudl will be entitled to receive and independently determine their processing fees assessed to Event Guests purchasing such items (the "**Transaction Fees**"). Stripe's Transaction Fees are set by Stripe as determined by Stripe and may be changed from time to time by Stripe without notice. Hudl may modify its Transaction Fees from time to time by providing notice on the Fees Summary. Transaction Fees may also include any fees charged by the purchaser's credit card company, which Stripe will collect ("**Credit Card Fees**"). Hudl may offer Customer the option to be responsible for Stripe's portion of the Transaction Fees

(other than any Credit Card Fees) and/or Hudl's portion of the Transaction Fees, in which case, the Stripe Transaction Fees and/or Hudl Transaction Fees will be taken out of the Digital Ticket, Pass, League Pass or Custom Item price and Customer agrees (or in the case of a League Pass, the League agrees) to set such price at an amount sufficient to at least cover the applicable Transaction Fees.

4.2. **Payment Terms.** Stripe processes and collects payment for sales of Digital Ticket and Custom Item purchases. All revenue from the purchases of the Digital Tickets for an Event and Custom Items will be collected, and all applicable Transaction Fees will be deducted and paid to Hudl and Stripe as applicable. The remaining revenue ("**Customer's Revenue**") will be disbursed to Customer's Stripe account, unless Customer is set up to receive Check Payments. Periodic disbursements from Customer's Stripe account to the account selected by Customer in its agreement with Stripe will be made. Where Customer is set up to receive Check Payments, payments of Customer's Revenue will be made to Customer on a monthly basis as provided in this Section 4.2. Hudl will use commercially reasonable efforts to make Check Payments within thirty (30) days of the close of the applicable month in which Customer's Revenue was received by Hudl unless the total Check Payments for a month would be less than $250. If the total Check Payments for a month would be less than $250, Hudl may roll the total amount of Check Payments attributable to Customer to the next month until the cumulative total of Check Payments is $250 or more. Notwithstanding the foregoing, Hudl will pay out any outstanding Check Payments within twelve (12) months of Hudl's receipt, regardless of the amount.

4.3. **Taxes.** Hudl is responsible for collecting and remitting applicable sales tax only on transactions for which Hudl acts as the marketplace facilitator under Applicable Law. For all other transactions, including but not limited to cash sales, Customer remains solely responsible for collecting and remitting any applicable sales tax and any other taxes on all Ticket Product and Custom Item purchases for Customer's Events.

4.4. **Forfeiture.** With respect to a Check Payment, if Customer does not take the necessary steps to allow Hudl to pay out Customer's Revenue within fifteen (15) months from the date of receipt of Customer's Revenue ("**Revenue Claim Period**") and Customer has no next issued invoice to credit against during the Revenue Claim Period, Customer forfeits its right to any such Customer's Revenue. In such event, such Customer's Revenue amount will become the sole property of Hudl, and Customer will have no further claim to those funds. Hudl reserves the right to extend the Revenue Claim Period in its sole discretion in extenuating circumstances.

4.5. **Check Payment.** With respect to a Check Payment, if Customer fails to deposit or cash a check for Customer's Revenue within 90 days of issuance, such check shall be deemed void without further action by Hudl. If within the Revenue Claim Period, Hudl will reissue the check upon Customer's request; however, if beyond the Revenue Claim Period, Customer forfeits its right to any such Customer's Revenue. In such event, such Customer's Revenue amount will become the sole property of Hudl, and Customer will have no further claim to those funds. Hudl reserves the right to extend the Revenue Claim Period in its sole discretion in extenuating circumstances. Hudl in its sole discretion reserves the right to pass through any fees associated with processing a check payment to the Customer (e.g. check processing fee, check rejection fee, etc).

## 5. Ticket Rebate.

5.1. **Rebate.** Customer may be eligible to receive a rebate on Hudl's portion of the Transaction Fees ("**Hudl Transaction Fees**") for every Digital Ticket the Customer sells via the Hudl Ticket Services (the "**Ticket Rebate**"). The Ticket Rebate is calculated as a percentage of the Hudl Transaction Fees. The rebate percentage Customer is eligible to receive, if any, is set forth on the applicable Order as "Ticketing Rebate %" and shall apply for the period listed on the applicable Order. If no percentage is listed, Customer is not eligible for a Ticket Rebate under this Section 5. For the purposes of allocating any eligible Ticket Rebate or any other rebate of Hudl Transaction Fees ("**Existing Rebate**") from the sale of a League Pass, (a) the Customer that sells the League Pass will be considered the selling Customer, as outlined in Section 1.7, and (b) in no event shall Hudl be obligated to pay the Ticket Rebate or any Existing Rebate to multiple organizations. Customer is responsible for all taxes associated with any Ticket Rebate.

5.2. **Termination.** If either the Agreement or the Order that includes the Ticket Rebate expires or is terminated, Customer is entitled only to its Ticket Rebate earned prior to the effective date of expiration or termination. A Ticket Rebate shall be deemed earned upon the completion of the sale of a Digital Ticket for which the rebate applies, as recorded in Hudl's systems. Hudl, in its sole discretion, reserves the right to not pay a Ticket Rebate or any Existing Rebate to Customer for any Digital Tickets which are sold but are subsequently either refunded to the purchaser or are the subject of a chargeback.

5.3. **Multiple Rebates.** Where Customer may have the right to a rebate of Hudl Transaction Fees on Digital Tickets sold under more than one Order, Hudl reserves the right, in its sole discretion, to determine which rebate percentage applies, and such determination by Hudl shall be final. Rebates cannot be combined. In no event shall Customer be entitled to receive more than one rebate per Digital Ticket sold, including the Ticket Rebate, any Existing Rebate, or any other similar rebate.

5.4. **Invoice Credit by Default.** By default, and notwithstanding the payment of Customer's Digital Ticket revenue, Hudl will automatically apply any Ticket Rebate of Customer against future Hudl invoices to Customer unless Customer elects to receive its Ticket Rebate via Stripe or check by notifying Customer's Hudl representative directly for this purpose or through the Hudl platform, if available. Payout method shall be determined by the Customer's elected preference at the time of rebate calculation. Customers wishing to receive their Ticket Rebate via Stripe must ensure they have their Stripe account properly set up. Customers wishing to receive their Ticket Rebate via check must sign up through Tipalti and provide current and complete payment information, including a W-9. Customer's election for payment via Stripe or check for its Ticket Rebate is

separate from the payment of Customer's Revenue. Customer agrees that Hudl may choose in its sole discretion to make any Existing Rebate subject to Sections 5.4 through 5.7 of this Ticketing Addendum to the same extent as the Ticket Rebate.

5.5. **Payment Schedule.** While Ticket Rebates are determined to be earned as set forth above, Ticket Rebates will be calculated on a quarterly basis in accordance with the following schedule: (a) Quarter 1 (January 1- March 31); (b) Quarter 2 (April 1 - June 30); (c) Quarter 3 (July 1 – September 30); and (d) Quarter 4 (October 1-December 31), unless otherwise agreed on the Order. Unless Customer has otherwise elected as provided in Section 5.4 of this Ticketing Addendum, Hudl will, within a reasonable time period after the end of the applicable Quarter, automatically apply the Ticket Rebate to any current or future Hudl invoices of Customer according to the foregoing schedule and will hold any remaining Ticket Rebate for future Hudl invoices of Customer. If Customer has elected to receive the Ticket Rebate payment via Stripe or check, Hudl will use commercially reasonable efforts to process the Ticket Rebate payment (either by distributing to Customer's Stripe account or issuing a check) within sixty (60) days following the end of each applicable Quarter. If Customer does not wish to have its Ticket Rebate credited to its Hudl invoices, it is Customer's sole responsibility to ensure it has elected a Stripe or check payout and, as applicable, has properly set up its Stripe account for payment of the Ticket Rebate or has properly set up its Tipalti account and provided all necessary information and documentation for payment via check.

5.6. **Forfeiture.** If Customer does not take the necessary steps to allow Hudl to pay out Customer's Ticket Rebate via Stripe or check within fifteen (15) months from the date the Ticket Rebate was calculated ("**Claim Period**") and Customer has no next issued invoice to credit against during the Claim Period, Customer forfeits its right to any such Ticket Rebate. In such event, such Ticket Rebate amount will become the sole property of Hudl, and Customer will have no further claim to those funds. Hudl reserves the right to extend the Claim Period in its sole discretion in extenuating circumstances.

5.7. **Check Payment.** If Customer chooses to receive its Ticket Rebate by check and fails to deposit or cash a check for a Ticket Rebate within 90 days of issuance, such check shall be deemed void without further action by Hudl. If within the Claim Period, Hudl will reissue the check upon Customer's request; however, if beyond the Claim Period, Customer forfeits its right to any such Ticket Rebate. In such event, such Ticket Rebate amount will become the sole property of Hudl, and Customer will have no further claim to those funds. Hudl reserves the right to extend the Claim Period in its sole discretion in extenuating circumstances. Hudl in its sole discretion reserves the right to pass through any fees associated with processing a check payment to the Customer (e.g. check processing fee, check rejection fee, etc).

## 6. Refunds and Canceled Events; No Minimum Sales.

6.1. **Postponed Events.** If Customer postpones an Event to a later date, the Ticket Products will retain the original Event date, and Customer agrees the Ticket Products will be available for use on the rescheduled Event date. Customer is responsible for updating Hudl with changes to Event date, time or location or other changes (including on the Hudl Tickets Site). The original purchasers of the Ticket Products will be notified of such changes to Event information via the email address associated with their Hudl accounts, except for purchases made via POS Services which do not require a Hudl account to purchase.

6.2. **Refunds.** Customer agrees and understands that all Ticket Product sales processed by Hudl are final and non-refundable, except in the instance of full Event cancellation by Customer (or in the case of a League Pass, by the organization offering the Event) in which case Customer acknowledges that the purchase price (including Transaction Fees) of the Ticket Product will be refunded to the Event Guest who was the original purchaser of the Ticket Product. It is Customer's responsibility to communicate Customer's refund policy to Event Guests in the instance of a canceled Event. Customer agrees to immediately communicate any Event cancellation to Hudl (including through the Hudl Tickets Site). Customer will ensure that its refund policy is consistent with the terms of the Agreement, the payment and refund processes included on the Hudl Tickets Site, and Applicable Law. All communications or disputes regarding refunds are between Customer and Event Guest(s), and except as otherwise provided herein with respect to Event cancellations, Hudl will not be liable for any decision to issue or not issue refunds.

6.3. **Canceled Events.** No payments will be made to Customer from Hudl with respect to any Event once such Event is canceled, and Customer authorizes Hudl to issue refunds. If an Event is canceled for any reason and Customer has already received payment of Ticket Product revenue for such Event, Customer authorizes a refund of the purchase price of the Ticket Products to the original purchasers of the Ticket Products from Customer's Stripe account. If Customer's Stripe account does not have sufficient funds to cover such refunds (or Customer receives Check Payments) and Customer has already received payment of the related Ticket Product revenue, Customer agrees to promptly reimburse Hudl for any shortage of the refund amount that Hudl may cover using its own funds (provided that in no event shall Hudl have any liability to Customer if it does not cover such refunds). If an Event that was canceled was covered by a Pass or League Pass, no refunds will be made unless all Events covered by the Pass or League Pass were canceled. All sales of Custom Items are final and non-refundable.

6.4. **No Minimum Sales.** Neither Customer nor Hudl guarantees that any minimum or fixed number of Ticket Products or Custom Items will be sold or available for sale through the Hudl Tickets Site for any Event.

6.5. **Support.** Customer agrees to provide all necessary support to Event Guests, and Customer acknowledges that Hudl is not responsible for providing any support to Event Guests.

## 7. Definitions.

7.1. "**Custom Item**" means a product or service, other than Ticket Products, offered for sale by Customer through the POS Services.

7.2. "**Digital Ticket(s)**" means ticket(s) for Events delivered via email or other electronic means that are purchased by Event Guests through the Hudl Tickets Site or ticket(s) for Events that are purchased by Event Guests at the Event venue on the day of the

Event through the POS Services. A Digital Ticket represents the right to occupy space or enter or attend an Event, as applicable.

7.3. "**Documentation**" means the technical documentation provided by Hudl in connection with the Hudl Tickets Site.

7.4. "**Event**" means an in-person event or activity provided by Customer for which Event Guests may purchase or receive Digital Ticket(s). For purposes of League Passes only, the term Event includes an in-person event or activity provided by another Member Organization or the League itself for which such Member Organization or the League has made a digital ticket available for purchase through the Hudl Ticket Services and which is included in the League Pass (as determined by the League).

7.5. "**Event Guest**" means an individual buyer, potential buyer, or user of Digital Ticket(s).

7.6. "**Event Listings**" means the schedule of Events, ticket pricing, promotions, fulfillment method (QR code, mobile only, both) and other related information for each Event for which a Digital Ticket is made available through the Hudl Ticket Services.

7.7. "**Hudl Ticket Services"** has the meaning given to it in Section 1.1 of this Ticketing Addendum.

7.8. "**Hudl Tickets Site**" means the functionality found at www.hudl.com that allows Customer to offer Ticket Products and Custom Items for sale.

7.9. "**League**" has the meaning given to it in Section 1.7.

7.10. "**League Pass**" means a Digital Ticket that (a) is offered by one or more Member Organizations within a League and (b) entitles the Event Guest to attend Events hosted by any Member Organization in that League or by the League during the League Pass period that are included in the League Pass. A League Pass may be offered for sale through the Hudl Ticket Services by any Member Organization or the League for any Events offered by any Member Organization or the League that are included in the League Pass.

7.11. "**Member Organization**" has the meaning given to it in Section 1.7.

7.12. "**Pass**" means a Digital Ticket that allows entry into multiple Events, as made available by the Customer.

7.13. "**Personal Information**" means information (a) about an identified or identifiable individual including where there is a serious possibility that an individual could be identified through the use of the information alone or in combination with other information, (b) that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly with a particular individual, household, or device, and c) as defined under applicable data privacy law.

7.14. "**POS**" means point-of-sale.

7.15. "**POS Services**" means the option for Customer to offer Ticket Products and Custom Items for purchase at the Event venue on the day of the Event using the Stripe POS Device. The POS Services may be offered by Hudl, in its discretion, as part of the Hudl Ticket Services.

7.16. "**Stripe**" means Stripe, Inc.

7.17. "**Stripe POS Device**" means the Stripe device that must be purchased separately by Customer from Hudl in order to use the POS Services. Hudl currently supports the Stripe M2 Reader, but may make additional Stripe POS Devices available from time to time for purchase from Hudl.

7.18. "**Stripe Terminal Services Terms**" means the Stripe Terminal Services Terms available at https://stripe.com/legal/terminal, as they may be modified from time to time by Stripe.

7.19. "**Ticket Product**" means a Digital Ticket, Pass or League Pass.

7.20. "**Tipalti**" means Tipalti, Inc., or its applicable affiliate. Tipalti is a Third-Party Service that is not a Third-Party Integration.

7.21. "**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.

**Last Updated: October 13, 2026**