

Hudl Ticket Terms

These Hudl Ticket Terms (the “**Hudl Ticket Terms**”) are an addendum to, made part of, and incorporated into (a) the signed agreement entered into between Hudl and Organization or, if no such signed agreement exists, (b) the Hudl Terms of Service (in either case, the “Hudl Terms”, and collectively with these Hudl Ticket 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 Hudl Ticket Terms. Any capitalized terms not defined below have the meaning given to them in the Hudl Terms. Except as expressly provided in these Hudl Ticket 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 Hudl Ticket Terms and the Hudl Terms, these Hudl Ticket Terms shall control with respect to the subject matter of these Hudl Ticket Terms.

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

1. Description of Services

- 1.1. Hudl Ticket Services. The services and software available to Organization at the Hudl Tickets Site (collectively, the “**Hudl Ticket Services**”) are deemed to be Products under the Hudl Terms as well as Services and Software, as applicable, under the Hudl Terms. This includes functionality for offering Ticket Products and may include functionality for offering Custom Items. Organization 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 Organization at no additional cost for the purpose of providing Digital Tickets featuring Organization’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 Organization 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 Organization 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 Organization 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 Organization), Organization 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 an Organization to allow Event Guests to select and reserve specific seats. Floorplan information will be required in order for Organization to use this functionality. Organization acknowledges that Organization is responsible for providing accurate information about floorplans and seats available through the Hudl Ticket Services. Organization 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 Organization uses the reserved seating feature of the Hudl Ticket Services, Organization 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 Organization through the Hudl Ticket Services for the reserved seating feature ("**Floorplan Info**") for any purpose whatsoever ("**Floorplan License**"). Because the Floorplan Info may be used to create maps for individuals to select seats and may be shared publicly, Organization agrees that any Floorplan Info shall not be the Confidential Information of Organization. The Floorplan License shall survive the termination or expiration of the Agreement.
- 1.6. Changes. Hudl may choose to suspend or terminate the Hudl Ticket 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 Hudl Ticket Services at no additional cost to Organization. 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 Organization at an additional cost. Such additional cost features and functionality will be provided pursuant to a signed Order between Hudl and Organization.
- 1.7. League Pass. Once processed by Hudl and where available, Organization'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 Organization's League offers a League Pass and includes Organization as a Member Organization, Organization 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 Organization'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 Organization's Events (and be responsible for any Transaction Fees). Organization 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, Organization 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 these Hudl Ticket Terms, including but not limited to for purposes of refunds. Organization 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 Organization is the League, Organization (i) agrees, represents, and warrants that it has authority to agree to

the provisions in these Hudl Ticket Terms regarding League Passes on behalf of its Member Organizations; (ii) agrees to cause its Member Organizations to comply with these Hudl Ticket Terms; and (iii) agrees that these Hudl Ticket Terms supersede any other terms a Member Organization may have agreed to with Hudl regarding a Digital Ticket, including without limitation the allocation of revenue, where there is a conflict. Organization agrees to honor a League Pass sold by another Member Organization or its League for Organization's Events.

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

2. Responsibilities of the Parties

- 2.1. Hudl Responsibilities. Subject to terms of the Agreement, Hudl will provide the Hudl Ticket Services to Organization and, if applicable, its Member Schools.
- 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; (b) be solely responsible for the accuracy, quality, integrity and legality of Organization Data (including Floorplan Info) and the means by which Organization acquired the Organization 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 Organization Data that is reasonably requested as necessary to effectively provide the Hudl Ticket Services; and (f) be solely responsible for the Organization's Event and its general operation.
- 2.3. Organization Representations and Warranties. Organization 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 without limitation (i) the overall number and location of available seats, and (ii) the date, time, and location of Events, provided to Hudl including without limitation through the Hudl Ticket Services is accurate and up to date; and (c) entering into the Hudl Ticket Terms will not result in any breach or default of any other agreement to which Organization is a party.
- 2.4. Grants to Hudl. Organization hereby grants Hudl and its Affiliates a non-exclusive, worldwide, sublicensable (through multiple tiers), 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 Hudl Ticket Services. Organization 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 Organization's Trademarks, and, if applicable, its Member Schools' Trademarks, to do so. Organization agrees that Hudl may display Organization's (and its Member Schools') Trademarks on the Hudl Tickets Site and the Hudl Ticket Services. Organization 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 Organization is a district, league or conference, Organization understands and agrees that these Hudl Ticket 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 Hudl Ticket Terms.

- 2.6. Personal Information and Hudl Tickets Site Users. For Ticket Products sold using the Hudl Ticket Services (except for POS Services if such information is not available), Hudl will provide Organization with the full name and email address for each purchaser of Ticket Products for Organization's Events or other unique identifier for purchased Ticket Products solely to allow Organization 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 Organization, Organization agrees that it (a) will only process such Personal Information for the purpose of verifying and accounting for the Ticket Products for Organization's Events; (b) will not retain, use or disclose (including outside of the direct business relationship between Hudl and Organization) such Personal Information except for the purpose of verifying and accounting for the Ticket Products for Organization'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. Organization 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. Except for information provided by Authorized Users of Organization in the course of managing Events and related Ticket Products or managing streaming services on behalf of Organization ("**Organization User Information**"), Organization 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 Organization Data or Customer Data, as applicable, under the Hudl Terms. Subject to Applicable Law and the Hudl Privacy Policy and except for Organization 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**"). Organization agrees that an Authorized User of Organization 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 Organization and that any related information of such individuals is not Organization Data. Other than for Organization User Information, in the event that any Hudl Tickets Site User Information is provided or created by an Authorized User of Organization and may be considered to be Organization Data or Customer Data, as applicable, under the Hudl Terms for any reason, Organization grants Hudl and its Affiliates the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to Section 16.4 of the Hudl Terms), 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.

- 2.7. Grants to Hudl for Event 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 Events, including without limitation 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 Organization or identify Organization and further provided that such license shall survive the termination of the Agreement. Organization grants the following license rights to Hudl and its Affiliates: the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to an assignment of the Hudl Terms), 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 Stripe provides payment processing services for the Hudl Ticket 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. If Organization is using the POS Services, Organization further acknowledges that it may only use the Stripe POS Device in conjunction with the Stripe Terminal Services Terms and agrees that Organization is subject to, and shall comply with, the Stripe Terminal Services Terms. Unless Hudl approves Organization for Check Payments, Organization is required to setup an account with Stripe to use the Hudl Ticket 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.
- 3.2 Hudl may approve Organization to receive payments of Organization's Revenue via check ("**Check Payment**") instead of via a Stripe account. In order for Organization to receive Check Payments, Organization is required to sign up with Tipalti and provide Organization's contact and payment information. Hudl further requires a current, completed, and signed IRS Form W-9 from Organization before it can make any Check Payments. If Organization fails to provide accurate and current information in Tipalti, Hudl may choose to instead provide Organization's Revenue to Organization as a credit against current or future invoices issued to Organization by Hudl for the purchase of Products. In providing payment to Organization via Check Payments in connection with the Hudl Ticket Services hereunder, Organization acknowledges and agrees that (i) Hudl is the agent of Organization for purposes of the payment transaction, (ii) the Ticket Product purchaser shall be deemed to be the payor for any such payment transaction, (iii) Organization shall be deemed to be the payee for any such payment transaction, and (iv) the Ticket Product purchaser's obligation to Organization 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 Organization. Organization agrees to fully cooperate with Hudl to ensure Hudl acts as Organization's "agent of the payee" including, without limitation and where required by applicable law, by holding Hudl out to the public as accepting payments for goods and services on Organization's behalf.

4. **Fees and Payments**

- 4.1. **Fees.** Except as otherwise provided herein, Hudl provides the Hudl Ticket Services to Organization at no charge. Except for League Passes where the League sets the price, Organization 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 Organization 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 Organization 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 ("**Organization's Revenue**") will be disbursed to Organization's Stripe account, unless Organization is setup to receive Check Payments. Periodic disbursements from Organization's Stripe account to the account selected by Organization in its agreement with Stripe will be made. Where Organization is setup to receive Check Payments, payments of Organization's Revenue will be made to Organization on a monthly basis as provided in this Section. Hudl will use commercially reasonable efforts to make Check Payments within thirty (30) days of the close of the applicable month in which Organization'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 Organization 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.** Organization is responsible for collecting and remitting any applicable sales tax and any other taxes on all Ticket Product purchases for Organization's Events.

5. **Refunds and Canceled Events; No Minimum Sales**

- 5.1. **Postponed Events.** If Organization postpones an Event to a later date, the Ticket Products will retain the original Event date, and Organization agrees the Ticket Products will be available for use on the rescheduled Event date. Organization 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.
- 5.2. **Refunds; Canceled Events.** Organization 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 Organization (or in the case of a League Pass, by the organization offering the Event) in which case Organization 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 Organization's responsibility to communicate Organization's refund policy to Event Guests in the instance of a canceled Event. Organization agrees to immediately communicate any Event cancellation to Hudl (including through the Hudl Tickets Site). Organization 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 Organization 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. No payments will be made to Organization from Hudl with respect to any Event once such Event is canceled, and Organization authorizes Hudl to issue refunds. If an Event is canceled for any reason and Organization has already received payment of Ticket Product revenue for such Event, Organization authorizes a refund of the purchase price of the Ticket Products to the original purchasers of the Ticket Products from Organization's Stripe account. If Organization's Stripe account does not have sufficient funds to cover such refunds (or Organization receives Check Payments) and Organization has already received payment of the related Ticket Product revenue, Organization agrees to promptly reimburse Hudl 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). 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

- 5.3. No Minimum Sales. Neither Organization 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.
- 5.4. Support. Organization agrees to provide all necessary support to Event Guests, and Organization acknowledges that Hudl is not responsible for providing any support to Event Guests.

6. Definitions

- 6.1. **"AUP"** means Hudl's Acceptable Use Policy found at <https://www.hudl.com/acceptable-use-policy>.
- 6.2. **"Custom Item"** means a product or service, other than Ticket Products, offered for sale by Organization through the POS Services.
- 6.3. **"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.
- 6.4. **"Documentation"** means the technical documentation provided by Hudl in connection with the Hudl Tickets Site.

- 6.5. **"Event"** means an in-person event or activity provided by Organization 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 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).
- 6.6. **"Event Guest"** means an individual buyer, potential buyer, or user of Digital Ticket(s).
- 6.7. **"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.
- 6.8. **"Hudl"** means Agile Sports Technologies, Inc.
- 6.9. **"Hudl Terms of Service"** means the Hudl Organization Terms of Service, available at 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"**).
- 6.10. **"Hudl Tickets Site"** means the functionality found at www.hudl.com that allows Organization to offer Ticket Products and Custom Items for sale.
- 6.11. **"League"** has the meaning given to it in Section 1.7.
- 6.12. **"League Pass"** means a Digital Ticket that (i) is offered by one or more Member Organizations within a League and (ii) 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.
- 6.13. **"Member Organization"** has the meaning given to it in Section 1.7.
- 6.14. **"Organization"** means the organization you represent (as indicated in your Hudl account) and is deemed to be either "Organization" under the Organization Terms or "Customer" under the MSA, as applicable.
- 6.15. **"Pass"** means a Digital Ticket that allows entry into multiple Events, as made available by the Organization.
- 6.16. **"Personal Information"** means information (i) 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, (ii) 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 (iii) as defined under applicable data privacy law.
- 6.17. **"POS"** means point-of-sale.
- 6.18. **"POS Services"** means the option for Organization 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.
- 6.19. **"Stripe"** means Stripe, Inc.
- 6.20. **"Stripe POS Device"** means the Stripe device that must be purchased separately by Organization from Hudl in order to use the POS Services. Hudl currently supports the Stripe M2 Reader, but may choose to make additional Stripe POS Devices available from time to time for purchase from Hudl.

- 6.21. **“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.
- 6.22. **“Ticket Product”** means a Digital Ticket, Pass or League Pass.
- 6.23. **“Tipalti”** means Tipalti, Inc., or its applicable affiliate. Tipalti is a Third-Party Service that is not a Third-Party Integration.
- 6.24. **“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.

Last Updated: 8 August 2025