

Organization Terms of Service

These Organization Terms of Service (“**Organization Terms**”) describe and govern the relationship between the Organization (defined below) and Hudl. If you are a Coach, Athlete, Team Admin, Organization Admin, or Visitor, the [User Terms and Conditions](#) describe and govern your use of and access to the Platform. These Organization Terms (or, if applicable, Organization’s written agreement with Hudl) and any invoices together form a binding agreement (the “**Agreement**”) between Organization and Hudl. If any terms in Section 14 apply to Organization, those terms are also incorporated here by reference and are part of the Agreement.

When Hudl updates the Platform or the way the Platform works, it may also update the Organization Terms and your Agreement. If that happens, Hudl will post an updated version of the Organization Terms and notify Organization via the Organization Admin’s e-mail address on file; the update will be effective as of the date that Hudl identifies in the email.

1. Key Definitions.

1.1 An “**Athlete**” is any individual who has been given access to a Team’s account with the ‘athlete’ feature set activated.

1.2 A “**Coach**” is any individual who has been given access to a Team’s account with the ‘coach’ feature set activated.

1.3 An “**Organization**” is the organization that you represent when establishing a Hudl account. If you set up an account (a) for an educational institution or (b) using a corporate email address, then the Organization is the applicable educational institution or corporate organization. If you sign up on behalf of an educational institution using a different corporate email address, then the Organization is the educational institution. Either way, the Organization can change your role on the account and otherwise modify the Organization’s accounts.

1.4 An Organization must designate at least one individual as the administrator for its account (an “**Organizational Admin**”). An Organization may designate additional Organizational Admins, each of which shall have authority described in this paragraph. The Organizational Admin has authority to make changes to the Organization’s account, to remove or add other users from the Organization’s account (including other Organizational Admins) and to take any other actions and obtain any other information related to the Organization. The Organization is responsible for the actions of its Organizational Admins and to update the Organizational Admins associated with its account.

1.5 An “**Authorized User**” is any Organizational Admin, Team Admin, Coach, or Athlete that has been granted access to an account associated with your Organization.

1.6 A “Subscription” is an annual license that permits one or more Teams to access the Platform and any particular Services described in the Invoice.

1.7 A “Team” is a sports team associated with an Organization. For example, a high school’s varsity football team is one Team, and its junior varsity football team would be another Team.

1.8 Each Team must have at least one individual identified as its team’s administrator (a **“Team Admin”**). Team Admins have the all permissions and authorities of a Coach, plus the power to add or remove other Coaches and Team Admins from the Team.

2. Payment.

2.1 Invoices. When an Organization first signs into the Platform, Hudl posts an invoice for the Subscription in each Team Admin’s account via the Platform. When an Organization adds new Teams to its account or new Services to its account, Hudl posts each Team’s new invoice to the Team Admins’ accounts via the Platform. Upon renewal, Hudl makes an invoice available for the renewal Subscription term in each Team Admin’s account via the platform 45 days before the last day of the then-current Subscription. If the Organization purchases or renews an Organization-wide Subscription for multiple Teams, Hudl invoices the Organization Admin or other billing contact identified by Organization outside of the Platform. If the Organization purchases additional Services, Hudl may issue invoices outside of the Platform, as described in such Service’s applicable Service Terms.

2.2 Payment. Organization must pay Hudl the amount identified as due on the invoice (**“Fees”**) on or before the due date on the invoice, or Hudl may deactivate or limit the applicable Subscription. All Subscriptions are invoiced in advance and are not refundable or cancelable (unless stated otherwise on the invoice or the written agreement, if applicable). Organization is responsible for all Fees related to the use of the Platform by its Coaches, Organization Admins, and Team Admins. Hudl may change the Fees at any time without notice to Organization, and such Fees shall be effective upon the next renewal.

2.3 Credit Card Payments. If Organization’s Coaches, Organization Admins or Team Admins provide Hudl with a credit card, Organization hereby authorizes Hudl to charge the credit card for the Subscription for the Fees. Hudl will bill the credit card on file for the relevant Subscription renewal unless Organization cancels its Subscription or otherwise pays the Fees before the due date.

3. Data Requests.

When Organization requests any data uploaded by its Authorized Users, Hudl will follow the procedures described in its Privacy Policy.

4. Additional Services.

4.1 Hudl Assist. If Organization or its Teams use Hudl Assist, the [Hudl Assist Terms](#) also apply to such use.

4.2 Hudl Focus. If Organization or its Teams order or use Hudl Focus, the [Hudl Hardware Terms](#) also apply to the purchase and the [Hudl Focus Terms](#) apply to the use. If Organization or its Teams use pilot or limited release versions of Services (as indicated on the order), the [Pilot Terms](#) apply to the use.

4.3 Hudl Replay. If Organization or its Teams use Hudl Replay, the [Hudl Replay Terms](#) also apply to such use.

4.4 Hudl Sideline. If Organization or its Teams order or use Hudl Sideline, the [Hudl Hardware Terms](#) also apply to such use.

4.5 VolleyMetrics. If Organization or its Teams order or use VolleyMetrics, the [VolleyMetrics Terms](#) also apply to such use.

5. Licenses.

5.1 Platform License Grant. Subject to these Organization Terms, Hudl grants to Organization the non-exclusive, non-transferable, revocable right during the Term (as defined below) to (i) download and install the Installed Software on Authorized User's personal computers, and (ii) access and use the Platform for internal use by Authorized Users. Organization may grant its Authorized Users the rights in (i) and (ii). As a condition of the grant in this section, Organization may not modify, transfer, or otherwise sublicense or distribute the Platform to any third party, and Organization may not disassemble, decompile or reverse engineer any aspect of the Platform. Hudl may immediately terminate the foregoing license upon any breach (including any attempted and/or threatened breach) of this Section 5.1.

5.2 Grants to Hudl. Subject to these Organization Terms, Organization grants the following license rights to Hudl (and its licensees, sublicensees, distributors and subdistributors):

(i) *Video*: the non-exclusive, royalty-free right, to all Intellectual Property Rights of Organization in the Video, to use Organization's Video for the purpose of (a) enabling Authorized Users to use the Platform during the Term, (b) to permit recruiters confirmed by Hudl's affiliate, Haymarket, LLC, to access the Video for recruiting purposes only, (c) if Organization authorizes through the Platform, the release, (which includes the right to sublicense, license, distribute or subdistribute) of the Video, in whole or in part, to third parties, including but not limited to Hudl's distributors, independent contractors and agents, to (1) use such released Video to provide the Platform community features to users and to other third parties during the Term, and (2) to reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon

(including inserting advertising therein), perform and otherwise use such released Video, in whole or in part, in perpetuity in all media formats and channels now known or hereafter devised (including on Hudl's websites, third party websites, cable networks and stations, broadband and wireless platforms, products and services) for any and all purposes, including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to, or permission from Organization, with or without attribution and without any royalty or payment obligations, which rights in this subsection (c) shall survive any termination or expiration of these Organization Terms.

(ii) *Coaching Data*: the non-exclusive, royalty-free right, to all Intellectual Property Rights of Organization and its Authorized Users in the Coaching Data, to use Organization's Coaching Data for the purpose of enabling Authorized Users and other third parties to use the Platform during the Term.

(iii) *Vital Information*: the non-exclusive, royalty-free and perpetual right to all Intellectual Property Rights of Organization and its Authorized Users in the Vital Information to use the Vital Information in connection with the Platform and otherwise.

(iv) *Statistical Data*: the non-exclusive, royalty-free and perpetual right, to all Intellectual Property Rights of Organization to use the Statistical Data in any manner.

(v) *Hosting*: Without limiting the above, Hudl may sublicense the rights in this Section 2 during the Term as necessary to enable any third party hosting of the Platform.

5.3 Ownership. Except for the licenses provided in this Section 5, as between Hudl and Organization, (i) Hudl owns all Intellectual Property Rights in the Platform, Hudl's marks and business model, Feedback (as defined below), and any other rights not expressly granted to Organization herein and (ii) Organization retains all Intellectual Property Rights in the Video, Coaching Data, and Statistical Data. No other licenses are granted.

5.4 Feedback. Hudl owns all Intellectual Property Rights in any Feedback and may use such Feedback for any purpose related to the Platform without further approval or acknowledgement, and Organization, on behalf of itself and its Authorized Users, hereby assigns to Hudl any and all rights in such Feedback throughout the universe in perpetuity. "Feedback" shall mean any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Platform, whether solicited by Hudl or provided by Organization or its Authorized Users without any such solicitation ("**Feedback**").

6. Promotion.

Hudl may publicize and market Organization as a customer. Subject to Hudl's confidentiality obligations hereunder, Hudl may display on Hudl's website and in any and all promotional materials (irrespective of the means of exploitation) a case study or other customer usage scenario referencing or featuring Organization. Hudl may prepare

and utilize testimonials of a reasonable number of Authorized Users, subject to Organization's prior consent (to the extent Organization is entitled to grant such consent). Organization hereby grants to Hudl, and represents to Hudl that it may grant, a non-exclusive, non-transferable, royalty-free license for Hudl to make use of Organization's name or logo during the Term on Hudl's website and in any and all promotional materials (irrespective of the means of exploitation). All such use shall inure to the benefit of Organization, and Hudl shall have no implied right to any other intellectual property of Organization except as set forth in these Organization Terms. Hudl shall use its best efforts to comply with any use guidelines that Organization provides to Hudl in writing; provided, that an inadvertent failure to comply shall not be a breach of these Organization Terms.

7. Confidentiality.

Each party (a **"Receiving Party"**) may be provided or have access to Confidential Information (as defined below) of the other party (a **"Disclosing Party"**). Confidential Information will not include anything that (a) is authorized by Organization for disclosure to third parties pursuant to the terms of these Organization Terms or use of the Platform, as provided herein; (b) is already in the possession of the Receiving Party without obligation of confidence; (c) is independently developed by the Receiving Party without use of Confidential Information; (d) is or becomes available to the general public without breach of these Organization Terms; or (e) is rightfully received by the Receiving Party from a third party without obligation of confidence. Receiving Party agrees that it will not, without the consent of the other party, disclose Confidential Information to third parties or use it in any way except as set forth herein, and take actions reasonably necessary to protect the confidentiality of the Confidential Information. **"Confidential Information"** means (i) any proprietary information, technical data, trade secrets or know-how of Hudl, including, but not limited to, research, product plans, and proprietary information concerning products and services, pricing, or other business or technical information of Hudl that is designated to be confidential or proprietary or which reasonably appears to be confidential or proprietary; and (ii) to the extent not otherwise released by Organization and except as provided in the Privacy Policy, the Video, Coaching Data, and Athlete profile data.

8. Term and Termination

These Organization Terms shall commence upon the activation of an Organization's Subscription and will continue for the initial period specified in Organization's invoice; if no such initial period is designated, for a period of one year (such applicable period, the **"Initial Term"**). Following the Initial Term, these Organization Terms will automatically renew for additional one-year renewal terms upon payment by Organization (each a **"Renewal Term"** and together with the "Initial Term", the **"Term"**), unless otherwise terminated as provided below. Organization may cancel its Subscriptions for one or more Teams at any time prior to the then-current Initial Term or Renewal Term, as applicable. Hudl may terminate these Organization Terms if Organization materially breaches these Organization Terms and fails to cure such breach within five (5)

business days after written notice thereof. Upon termination, Organization shall have no further rights hereunder and shall promptly remove any Installed Software from all computers.

9. Representations and Warranties.

Organization represents to Hudl as follows: (i) it has the authority to enter into and perform its obligations under these Organization Terms; (ii) it has all secured and will maintain any and all rights, consents and/or releases, including all Intellectual Property Rights, necessary to grant the licenses herein, including from any Authorized Users, independent contractors, governing athletic bodies, conferences or organizations, and parents of Authorized Users that are minors; (iii) the Video and the Coaching Data, as incorporated into the Platform by Organization and Hudl (or Hudl's exploitation thereof) in accordance with the terms of these Organization Terms, do not violate, infringe upon, or misappropriate the Intellectual Property Rights, or any other right, of any third party; (iv) there are no existing or threatened claims or litigation which would materially adversely affect or materially adversely impair Organization's ability to perform under these Organization Terms; (v) it has no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of these Organization Terms or the use or enjoyment by Hudl of any of the rights herein granted; and (vi) Organization has not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to Hudl.

Hudl represents to Organization that it has the authority to enter into and perform its obligations under these Organization Terms.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ORGANIZATION'S USE OF THE PLATFORM IS AT ORGANIZATION'S OWN RISK AND PROVIDED AS-IS, WITHOUT ANY WARRANTIES, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

10. Indemnification.

10.1 Hudl Indemnification.

Hudl shall defend or settle any action brought against Organization to the extent that it is based upon a third party claim that the Platform, as provided by Hudl to Organization under these Organization Terms and used within the scope of these Organization Terms, infringes any U.S. patent or any copyright or misappropriates any trade secret with regard to any third party (a "**Claim**"), and will pay any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Organization, provided that Organization (i) promptly notifies Hudl in writing of the

Claim; (ii) grants Hudl sole control of the defense and settlement of the claim; and (iii) provides Hudl, at Hudl's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Claim. Notwithstanding the foregoing, any and all of Hudl's obligations under this Section 10 shall be limited to an amount equal to the subscription fees paid to Hudl under these Organization Terms.

If Organization's use of the Platform hereunder is, or in Hudl's opinion is likely to be, enjoined due to a Claim, Hudl may, at its sole option and expense, (i) use commercially reasonable efforts to procure for Organization the right to continue using the Platform under the terms of these Organization Terms; or (ii) use commercially reasonable efforts to replace or modify the Platform so that it is non-infringing and substantially equivalent in function to the enjoined aspects of the Platform; or (iii) terminate Organization's rights and Hudl's obligations hereunder with respect to the enjoined features of the Platform and refund to Organization a prorated portion of the Fees paid for such features for the then-current annual term.

Notwithstanding anything herein to the contrary, Hudl will have no liability for any infringement or misappropriation claim of any kind to the extent that related to: (i) modifications to the Platform made by a party other than Hudl; (ii) the combination, operation or use of the Platform or any other material licensed to Organization hereunder with equipment, devices, software or data not supplied by Hudl; or (iii) Organization's failure to use an enhancement, upgrade, or update provided by Hudl; (iv) Organization's breach of these Organization Terms; or (v) due to any action or inaction of Organization.

THE INDEMNIFICATION AND REFUND PROVISIONS OF SECTION 10.1, SUBJECT TO THE EXCLUSIONS THEREOF, SET FORTH HUDL'S SOLE AND EXCLUSIVE OBLIGATIONS, AND ORGANIZATION'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10.2 Organization Indemnification.

Organization shall indemnify and hold Hudl, its affiliates, and their respective directors, officers, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Organization's breach of these Organization Terms, including any representations and warranties set forth above. This Section 10.2 shall survive any termination or expiration of these Organization Terms.

11. Limitation of Liability.

IN NO EVENT WILL HUDL BE LIABLE TO ORGANIZATION UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST VIDEO CONTENT, COACHING DATA, OR STATISTICAL DATA, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL,

INDIRECT OR OTHER CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT, REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HUDL'S TOTAL CUMULATIVE LIABILITY TO ORGANIZATION FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO HUDL BY ORGANIZATION PURSUANT TO THESE ORGANIZATION TERMS DURING THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE LIABILITY ARISES.

12. Miscellaneous.

12.1 If for any reason a court of competent jurisdiction finds any provision of these Organization Terms invalid or unenforceable, that provision of these Organization Terms will be enforced to the maximum extent permissible and the other provisions of these Organization Terms will remain in full force and effect. The parties' relationship is that of independent contractors. Hudl may assign these Organization Terms or any of its rights or obligations hereunder (in whole or in part) without Organization's consent. Organization may not assign these Organization Terms without the prior written consent of Hudl.

12.2 These Organization Terms is governed by the laws of the State of Nebraska, except for its conflict of laws provisions. Venue for all disputes arising under these Organization Terms shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts; provided, however, that Hudl shall have the right to commence and prosecute any legal or equitable action or proceeding before any other U.S. court of competent jurisdiction to obtain injunctive or other relief.

12.3 Any notices must be given in writing to the other party at the contact information indicated on an order(s) or Hudl's website, and shall be deemed given immediately upon personal delivery, three (3) days after deposit in the United States mail by certified or registered mail, one (1) day after overnight express courier; or upon confirmed transmission by fax or confirmed email receipt.

12.4 The Agreement, including these Organization Terms and all referenced pages and invoices, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these Organization Terms and any other documents or pages referenced in these Organization Terms, the following order of precedence will apply: (1) the terms of any written agreement, (2) the portions of the applicable Service Terms that apply to Organization (if any), (3) the Organization Terms and (4) finally any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order,

vendor onboarding process or web portal, or any other Organization order documentation (excluding documents authored by Hudl) will be incorporated into or form any part of the Agreement, and all such terms or conditions will be null and void.

13. Additional Definitions.

13.1 “Coaching Data” means Organization’s coaching tools and data, such as voice, drawing and textual annotations of Video, playbooks, diagrams, coaching presentation and testing materials, and communications between Authorized Users, as contained in the Platform. Coaching Data does not include Coach contact information.

13.2 “Documentation” means the user-, operations-, and training manuals that Hudl makes available to its Authorized Users generally in connection with the Platform.

13.3 “Installed Software” means those elements of the Platform intended for installation on personal computers.

13.4 “Intellectual Property Rights” means any rights under any patent (including patent applications and disclosures), copyright, trademark, trade secret, or other intellectual property right recognized in any country or jurisdiction in the world.

13.5 “Platform” means Hudl’s sports team communication, training, and management platform that is marketed as “Hudl”, Documentation, and any improvements, updates, fixes, or version upgrades provided by Hudl to Organization from time to time. Platform shall include the Installed Software, all websites, all mobile applications, and any other technological means to access Hudl’s platform.

13.6 “Services” means the additional services and products whose user terms are provided in Section 4.

13.7 “Statistical Data” means Team rosters and performance statistics for each Team and Authorized User, as inputted by an Authorized User into Platform.

13.8 “Video” means any and all Organization video clips and other game or practice film, uploaded by Organization or its Authorized Users to the Platform, including, the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes and other reproductions of the physical likeness and sound of the players, coaches, and all others appearing in the Video.

13.9 “Vital Information” means physical characteristics (e.g., height and weight) and contact information concerning any Authorized User, as input by Organization into the Platform or as otherwise publicly available.

14. Supplemental Terms

14.1 U.S. Government Organizations. The terms of this Section 14.1 apply only if *Organization is a U.S. public or government entity (or use of the Platform is for the U.S. Government)*:

A. Use By or For the U.S. Government. The Platform is a “commercial item,” as defined at 48 C.F.R. §2.101, and constitutes “commercial computer software” and “commercial computer software documentation,” as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

B. Governing Law, Auto-Renewal, Venue, Publicity, Indemnification. The sections in the Agreement addressing (i) governing law, (ii) automatic renewal, (iii) venue, (iv) publicity, and (v) indemnification by Organization are hereby waived to the extent they are prohibited by federal law.

14.2 State or Local Government Organizations. If Organization is a state or local government entity, the sections in the Organization Terms addressing (a) governing law, (b) venue, and (c) Organization’s indemnification of Hudl will not apply to Organization only to the extent Organization’s jurisdiction’s laws prohibit Organization from accepting the requirements in those sections.

14.3 Education Organizations. If Organization is a school or educator in the United States, Organization is responsible for complying with the U.S. Family Educational Rights and Privacy Act (“**FERPA**”) and any applicable state student data privacy laws. Organization shall at least (a) notify Athletes’ parents/guardians of any personally identifiable information that it will collect and share with Hudl and (b) obtain parental/guardian consent before its Athletes sign up or use the Platform. When obtaining such consent, Organization should provide parents/guardians with a copy of Hudl’s [Privacy Policy](#). Organization must keep all consents on file and provide them to Hudl upon request. If Organization is located outside of the United States, Organization shall obtain any required consents or approvals from the parent or guardian of any Athlete covered by similar laws and, as a condition to Organization’s and its Athletes’ use of the Platform, Organization shall comply with such laws. Hudl shall secure Organization’s data in accordance with industry standard for education data.

Updated May 2019