

HUDL MASTER SUBSCRIPTION AGREEMENT

This Hudl Master Subscription Agreement (this “**MSA**”) is entered into between Hudl (defined in Section 13.19) and Customer, effective as of the effective date identified in the first Order Form signed by both parties that references this MSA (“**Effective Date**”). Capitalized terms are defined in Section 13 and elsewhere in this Agreement. This MSA and all Order Forms govern Customer’s access to and use of the Products. This MSA and all SOWs govern any Professional Services. If there are any conflicts between this MSA, an Order Form and/or an SOW, the following order of precedence applies: SOWs prevail over Order Forms solely with respect to the subject matter of the SOW; and Order Forms and SOWs prevail over this MSA solely with respect to their respective subject matter. The MSA and any Order Forms and SOWs entered into pursuant to this MSA shall be referred to as this “**Agreement**”.

Purchase from Reseller: If Customer is located in a country in which Hudl utilizes an authorized reseller (“**Reseller**”), Customer’s use of any Product will be subject to the terms of this Agreement and all fees payable for such use shall be payable pursuant to the terms set forth in the Reseller Order Form that references this Agreement.

1. SERVICES.

- 1.1. Products. Hudl will (a) provide applicable standard support for the Products to Customer at no additional charge, (b) use commercially reasonable efforts to make the online Services and Content available 24 hours a day, 7 days a week, excluding (i) planned downtime, (ii) emergency maintenance, and (iii) unavailability caused by Force Majeure Events, and (c) provide the Products in accordance with Applicable Law, subject to Customer’s use of the Products in accordance with this Agreement.
- 1.2. Services. Hudl grants Customer the non-exclusive and non-transferable (except pursuant to Section 12.3) right to access and use the online Services during the Term solely for use by Authorized Users for Customer’s internal use only, subject to the terms of this Agreement.
- 1.3. Software. Hudl grants to Customer a limited, non-transferable (except pursuant to Section 12.3), non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Software for Customer’s internal use only, subject to the terms of this Agreement. Subscriptions to Software include all updates and upgrades to such Software during the Subscription Term for such Software, and such updates and upgrades shall be deemed to be Software. Hudl is under no obligation to provide support for previous releases or versions of Software after 12 months from the date Hudl released the subsequent release or version of the Software.
- 1.4. Content. Any Content available to Customer via the Software or Services is provided “as-is” and for Customer’s internal business use in the professional or amateur sport industry only, which may include scouting, education, coaching tutorials, and/or sport analysis. If Customer owns or otherwise holds any underlying Intellectual Property Rights in any Content, Customer hereby grants Hudl and its Affiliates and each of their service providers a license to all such Intellectual Property Rights in such Content to use, hold, maintain, reproduce, modify, and distribute such Content for use by users of Hudl’s and its Affiliates’ products and services and to host and provide such Content on such products and services. Customer agrees that it will download Content only as permitted by the Platform and will delete and immediately stop using such downloaded Content upon the conclusion of the Subscription Term for the applicable Product(s).
- 1.5. Hardware. Hudl will provide any Hardware to Customer subject to the terms of the Order Form and the Hardware Addendum.
- 1.6. API. If Customer purchases any Product(s) that include APIs, Hudl will provide any associated Content in the manner indicated in the Order Form, which may include API, XML, JSON or any other means designated by Hudl from time to time. Customer’s access to such Content will be subject to basic access authentication on a non-concurrent basis, supporting up to 12 calls per second with a burst of 50 calls. Customer acknowledges and agrees that login credentials and Content accessed using such credentials may be used only by Customer and not by any of Customer’s Affiliates unless each such Affiliate has purchased additional login credentials from Hudl under this Agreement.

2. USE OF PRODUCTS.

- 2.1. Subscriptions. Unless otherwise provided in the Order Form, (a) Customer purchases the Services and/or Software as a subscription for the term stated in the applicable Order Form or in the applicable online purchasing process (“**Subscription Term**”), (b) subscriptions for Services and/or Software that are added during a Subscription Term may be prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and (c) additional subscriptions may terminate on the same date as the underlying subscriptions.
- 2.2. Customer Responsibilities. Customer is responsible (a) for its Authorized Users’ use of the Products and Content and compliance with this Agreement; (b) for the accuracy and quality of, and its right to use and provide to Hudl and its Affiliates, all Customer Data; (c) for using commercially reasonable efforts to prevent unauthorized access to or use of the Products and Content and notify Hudl promptly of such unauthorized access or use, and (d) for using the Products and Content only in accordance with this Agreement and Applicable Laws. Any use of the Products and

Content in breach of the foregoing by Customer or its Authorized Users that, in Hudl's judgment, abuses or threatens the security, integrity or availability of any services of Hudl or its Affiliates, may result in immediate suspension of Customer's or an Authorized User's access to the Products; provided that Hudl will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

- 2.3. Restrictions. Except as to the extent expressly permitted by this Agreement, Customer will not, directly or indirectly, (a) copy, modify, duplicate or create derivative works from, create improvements of, frame, mirror, republish, download, display, transmit or distribute all or any portion of any Product or Content in any form or media or by any means or attempt to do any of the foregoing; (b) rent, lease, lend, sell, sublicense, assign, distribute, display, disclose, publish, transfer or otherwise commercially exploit, or otherwise make available any Product or Content to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode or adapt any Product, in whole or in part, or otherwise attempt to derive or gain access to the Source Code of any Product, in whole or in part; (d) bypass or breach any security device or protection used by any Product or access or use the Products other than by an Authorized User using only the access credentials specifically allocated to that Authorized User; (e) input, upload, transmit or otherwise provide to or through the Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Products, Hudl's systems or Hudl's provision of services to any third party; (g) remove, delete, alter or obscure any trademarks or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights or other proprietary rights notices from any Products or any other Hudl materials, including any copy thereof and any Content; (h) access or use the Products or Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of any third party or that violates any Applicable Law; (i) use download acceleration tools, download management software, or otherwise abuse access to any Product in a way that strains or harms Hudl's systems; (j) broadcast, resell, publish, redistribute or otherwise use or make the Content public or otherwise accessible by anyone other than Authorized Users; or (k) use the Content in any way other than for Customer's internal business use in the professional and/or amateur sport industry, which may include scouting, education, coaching, tutorials, and/or sport analysis.
- 2.4. Third-Party Integrations. Hudl may make available through certain Products functionality ("**Third-Party Integration**") that allows Customer to configure such Products to integrate with or obtain data from a software or service provided by a third party ("**Third-Party Service**"). The terms "Products", "Services", and "Software" do not include any Third-party Service or any data obtained by Customer through any Third-Party Integrations. Further, any data obtained by Customer through a Third-Party Integration shall be deemed to be "Customer Data". Notwithstanding anything herein to the contrary, Hudl is not responsible or liable to Customer or any third party with respect to the functionality, changes to the features or specifications, or availability of any Third-Party Service or any data obtained through any Third-Party Integrations and further Hudl makes no representation or warranty with respect to any Third-Party Integration or any data obtained through a Third-Party Integration or with respect to any Third-Party Service. Customer agrees that it is solely responsible for complying with any agreement Customer may have with the provider of, or any terms of service for, a Third-Party Service with which Customer uses Third-Party Integrations.

3. CUSTOMER DATA.

- 3.1. Generally. As between the parties, Customer owns all right, title and interest in and to the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use and all other aspects of the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Hudl and its Affiliates and each of their service providers a non-exclusive, worldwide, transferable (only pursuant to Section 12.3), royalty-free right and license to process, host, copy, display, use and distribute the Customer Data solely to the extent necessary to provide Products to and support for Customer or as may be required by law.
- 3.2. Customer Data Privacy. Each party will comply with its obligations under (a) Data Protection Legislation (and neither party shall exercise its rights or perform its obligations under this Agreement in such a way as to cause the other party to breach any Data Protection Legislation) and (b) the DPA.
- 3.3. Protection of Customer Data. Without limiting Section 8.2 or Customer's obligations under Section 2.2, Hudl will implement and maintain reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data.
- 3.4. Video Sharing.
- (a) Customer-Controlled Video Sharing. The Services include the capability for Customer, at its option and in its sole discretion, to share Video with other Customer-designated customers of Hudl and its Affiliates ("**Video Recipients**"). Customer acknowledges and agrees that Hudl and its Affiliates shall not be responsible for the acts or omissions of any Video Recipients with respect to such Video and that the copy of such Video that is shared with any Video Recipients will be deemed to be Shared Data.
 - (b) Open Exchange Video Services. If Customer purchases or uses any Open Exchange Services or otherwise

authorizes Hudl or its Affiliate to add any particular Public Game Video to any Services via the Platform (whether by use of features in the Services or in writing), Customer acknowledges and agrees that its Public Game Video will be added to Hudl's and its Affiliates' library of content available to users of their products and services and the particular copy of the Public Game Video added to the content library will be deemed to be Shared Data. Subject to the terms of this Agreement, Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, transferable (only pursuant to Section 12.3), and perpetual license and right (a) to use, reproduce, perform, display, prepare derivative works based upon, and distribute copies of such Public Game Video for professional purposes (such as, by way of example, scouting, educational, coaching, tutorial and/or analysis activities) on or through any of Hudl's or its Affiliates' services by users of such services or on internal systems of the users of Hudl's or its Affiliates' services, and (b) to derive and generate data from such Public Game Video and use such data.

4. INTELLECTUAL PROPERTY.

- 4.1. Hudl Technology. Customer acknowledges and agrees that Hudl and its Affiliates retain all right, title and interest (including all Intellectual Property Rights) in and to the Software, Services, Content and Platforms and all right, title, and interest in and to all Intellectual Property Rights in Hudl Hardware; any and all related and underlying technology, websites, and documentation with respect to any of the foregoing; data generated by Hudl or its Affiliates or suppliers pursuant to Section 3.4.2(b); Usage Data; Deliverables and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated in any of the foregoing (collectively, "**Hudl Technology**"). All right, title and interest in and to the Intellectual Property Rights of the Non-Hudl Hardware will remain with the third-party supplier. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Hudl Technology is granted to Customer. Further, Customer acknowledges and agrees that for any Services offered as online, hosted solutions, Customer has no right to obtain a copy of the underlying computer code (whether object code or Source Code) for such Services and for any Software Customer has not right to obtain a copy of the Source Code for such Software. Notwithstanding anything to the contrary, Hudl and its Affiliates may use Feedback for any purpose without further approval or acknowledgement, and Customer hereby irrevocably assigns to Hudl any and all rights in such Feedback throughout the universe in perpetuity.
- 4.2. Usage Data. Notwithstanding anything to the contrary in this Agreement Hudl and its Affiliates may collect and use Usage Data to develop, improve, support, and operate their products and services, provided that they may not share any Usage Data that includes Customer's Confidential Information with a third party other than their service providers except (i) as permitted by Section 5.7, or (ii) to the extent that the Usage Data is aggregated and anonymized such that neither Customer nor any individual can be identified.

5. PAYMENT.

- 5.1. Fees. Customer will pay Hudl the Fees as specified in the Order Form or SOW. Except as otherwise specified in an Order Form or SOW, (i) Fees are based on Products purchased and not actual usage, (ii) payment obligations are non-cancellable and Fees paid are nonrefundable (except as provided in Section 7.4), (iii) quantities purchased cannot be decreased during the Term, and (iv) Fees are due net 30 days from the invoice date.
- 5.2. Purchase Orders. If Customer issues a purchase order upon entering into an Order Form or SOW, then (i) any such purchase order submitted by Customer is for its internal purposes only, and Hudl rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they purport to add to or conflict in any way with the MSA, the applicable Order Form, or the applicable SOW, and such additional or conflicting terms will have no effect, (ii) any such purchase order shall be for the total Fees owing under the applicable Order Form or SOW, and (iii) on request, Hudl will reference the purchase order number on its Invoices (solely for administrative convenience), but only if Customer provides the purchase order at least ten (10) business days prior to issuance of the Invoice to billing@hudl.com.
- 5.3. Overdue Charges. If Customer fails to pay any part of the Fees when due, Hudl reserves the right (without prejudice to any other rights conferred on Hudl hereunder, or at law) to charge interest at the lower of (a) 1.5% of the outstanding balance per month and (b) the maximum rate permitted by Applicable Law. Hudl may also condition future renewals, Order Forms, and SOWs on payment terms shorter than those specified in the Order Form, SOW, or this Agreement.
- 5.4. Suspension of Products and Acceleration. If any charge owing by Customer under this or any other agreement with Hudl, its Affiliates, or its Resellers is more than 15 days overdue, Hudl may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend access to the Products until such amounts are paid in full, provided that, Hudl will give Customer at least 10 days' prior notice that its account is overdue before suspending services to Customer.
- 5.5. Payment Disputes. Hudl will not exercise its rights under Sections 5.3 or 5.4 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute, as determined in Hudl's reasonable discretion.
- 5.6. Taxes. All Fees and other amounts payable under this Agreement are exclusive of any taxes, levies, duties, or similar government assessments of any nature, including without limitation, sales, use, value-added, or withholding taxes

(collectively, "**Taxes**"). If applicable, all Taxes will be added to Invoices at the appropriate rate and are payable by Customer in full, without any set-off, counterclaim, deduction or withholding, unless Customer provides Hudl with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.7. Reseller Orders. If Customer orders the Products or Professional Services through a Reseller, then any conflicting terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that (a) Hudl may share information with Reseller related to Customer's use and consumption of the Products or Professional Services for account management and billing purposes; (b) the termination provisions of Section 5.4 will also apply if Customer's Reseller fails to pay applicable fees to Hudl; and (c) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Hudl or in any way concerning the Products or Professional Services.

6. CONFIDENTIALITY.

- 6.1. Definition. "**Confidential Information**" means any information relating in any manner to the business and/or affairs of Hudl (and its Affiliates) or Customer which may be communicated, disclosed or otherwise made available to the other party under or in connection with this Agreement, including information consisting of or relating to technology, trade secrets, know-how, business operations, plans, strategies and customers. The terms and conditions and pricing set out in this Agreement shall be deemed Hudl's Confidential Information.
- 6.2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no fault of, or breach of this Agreement by, the receiving party or its Representatives; (b) was in the receiving party's lawful possession prior to the time of being disclosed or made available in connection with this Agreement; (c) is lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information, which independent development can be shown by written or other documentary records.
- 6.3. Use and Disclosure Restrictions. Neither party shall use the other party's Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement and shall not disclose such Confidential Information to any third party except to its Affiliates, employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement ("**Representatives**"), provided that each such Representative is subject to confidentiality obligations that are at least as protective as those set forth herein. Each party shall use commercially reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance, and shall be responsible for any of its Representatives' non-compliance with the terms of this Section 6. The foregoing obligations shall not restrict either party from disclosing the terms and conditions of this Agreement and/or any Confidential Information of the other party: (a) as required by Applicable Law, including applicable public record laws, provided that, to the extent permitted by Applicable Law, the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to its legal or financial advisors; (c) pursuant to any disclosure process, procedure or obligation under any securities exchange on which the capital stock of that party and/or any of its Affiliates may be listed from time to time; and/or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party, provided that each such party is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein.
- 6.4. Injunctive Relief. A breach, or threatened breach, by a party of its obligations under this Section would result in irreparable harm for which the other party would not have an adequate remedy at law and shall entitle a party to seek injunctive relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy, in addition to any other remedy to which it may be entitled.
- 6.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, a receiving party's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any Applicable Laws will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such Applicable Laws other than as a result of any act or omission of the receiving party or any of its Representatives.

7. TERM AND TERMINATION.

- 7.1. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until all Order Forms and SOWs that reference this MSA have expired or have terminated, unless earlier terminated as provided in this Agreement.
- 7.2. Term of Order Forms. The Subscription Term of each subscription for Services, Software and/or Content shall be as specified in the applicable Order Form. Any renewal terms will be as set forth in the applicable Order Form. The Subscription Term includes the initial term and any renewal terms set forth in the applicable Order Form.
- 7.3. Termination. Without affecting any other right or remedy available to it, either party may terminate this Agreement for cause (a) if the other party materially breaches this Agreement (i) upon written notice if such breach is incapable of

cure or (ii) if such breach is capable of cure, upon 30 days' written notice to the other party of such breach if the breach remains uncured at the expiration of the notice period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors, or any event which is analogous to any of the foregoing events.

7.4. Effect of Termination. If Customer terminates this Agreement pursuant to Section 7.3, Hudl will refund Customer on a pro rata basis for any prepaid Fees for the remainder of the applicable Subscription Term, calculated from the effective date of termination. If Hudl terminates this Agreement pursuant to Section 7.3, Customer will pay any unpaid Fees under any Order Form and any SOW, which Fees shall become immediately due and payable, to the extent permitted by Applicable Law. In no event will Customer be relieved of its obligation to pay outstanding Fees for the period prior to the effective date of termination. Termination of this Agreement will also terminate all outstanding Order Forms and SOW hereunder without further notice. Upon termination, Customer shall immediately cease use of all Products and Content and Hudl may disable all Customer and Authorized User access to Products.

7.5. Survival. The licenses in Sections 1.4 and 3.4 and Sections 5.7, 6, 8.2, 10.4, 11 and those additional Sections or sub-Sections that expressly or by their nature or by implication survive termination, shall survive termination of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1. Hudl Warranties. Hudl warrants that at all times during the Term (i) the Services and Software will be capable of performing, in all material respects, in accordance with Section 1.1; (ii) the Services, Software and Hudl Hardware will not contain, to Hudl's knowledge, any computer code designed to disrupt, disable, harm, or otherwise maliciously impede the operation of Customer's systems; and (iii) the Professional Services will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. Customer acknowledges that its exclusive remedy for any breach of the warranties in this Section are those described in Sections 7.3 and 7.4.

8.2. Disclaimer. **EACH PARTY AGREES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED UPON ANY ADVICE, INFORMATION, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE OTHER PARTY OR ELSEWHERE AND THAT NO WARRANTY OR WARRANTIES EXIST BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT NON-HUDL HARDWARE IS SUBJECT TO SEPARATE WARRANTIES PROVIDED BY ITS MANUFACTURER(S) AND THAT THE WARRANTIES IN SECTION 8 DO NOT APPLY, AND HUDL STRICTLY DISCLAIMS, ALL WARRANTIES WITH RESPECT TO NON-HUDL HARDWARE. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE PRODUCTS AND FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR CONTENT, ANY INSTRUCTIONS, SCRIPTS, OR CUSTOMER MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY CUSTOMER IN CONNECTION WITH THE PRODUCTS, OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT CUSTOMER'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE DELIVERABLES, PRODUCTS OR CONTENT WILL MEET CUSTOMER'S REQUIREMENTS IS MADE OR GIVEN; (D) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT; AND (E) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, THE PRODUCTS, DELIVERABLES, AND CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.**

9. PROFESSIONAL SERVICES.

9.1. Provision of Professional Services. Hudl will provide the Professional Services for Customer as set forth in each applicable SOW, subject to the terms of this Agreement. The personnel that Hudl will assign to perform the Professional Services will be professional and qualified in the performance of the applicable Professional Services. If Customer believes that the personnel assigned to a project do not meet the requirements of this Section, Hudl will discuss alternatives and will replace such personnel as reasonably necessary. Customer acknowledges that timely access to Customer's resources, personnel, equipment or facilities may be necessary for the provision of Professional Services and agrees to provide such access to Hudl upon Hudl's request and to reasonably cooperate during a Professional Services project. Hudl will have no liability for any delay or deficiency to the extent it results from Customer's failure to provide such access or to respond to Hudl's reasonable requests in a timely manner.

9.2. Deliverables. The Professional Services and resulting Deliverables apply only to Hudl's or its Affiliates' business and are part of the Hudl Technology. Subject to the terms of this Agreement (including Section 2.3), unless otherwise expressly stated in the SOW, Hudl hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable (except pursuant to Section 12.3), non-sublicensable, worldwide license to use the Deliverables internally solely in connection with Customer's use of the Products during the period in which Customer has valid access to the Products, consistent with Section 1.

- 9.3. Customer Materials; Customer Data. Customer hereby grants Hudl and its Affiliates a limited right to use any materials provided to Hudl in connection with a Professional Services project (the “**Customer Materials**”) solely for the purpose of providing Professional Services to Customer. Customer will retain all rights (including Intellectual Property Rights) in and to the Customer Materials, and Hudl will treat Customer Materials as Customer’s Confidential Information under Section 6.
- 9.4. Change Orders; Other Terms. Customer may request changes to the scope of Professional Services, in which case Hudl will notify Customer if it believes that the requested change require an adjustment to Fees, schedule, assumptions or scope for the performance of the Professional Services under the applicable SOW. Neither party is bound by such change request unless an amendment or change order to the applicable SOW is signed by authorized representatives of both parties. Hudl may use subcontractors to deliver Professional Services but will remain responsible for the performance of those Professional Services under the terms and conditions of this Agreement.

10. MUTUAL INDEMNIFICATION.

- 10.1. Hudl’s Indemnity. Hudl will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services, Software, and/or Hudl Hardware (the “**Indemnified Products**”) infringes, misappropriates or otherwise violates such third party’s intellectual property rights, and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer or agreed in settlement by Hudl resulting from such claim. If Customer’s use of the Indemnified Products is, or in Hudl’s opinion is likely to be, subject to an infringement claim, Hudl may, at its sole option and expense, either: (a) replace or modify such Indemnified Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for Customer the right to continue using the Indemnified Product(s) under the terms of this Agreement; or, if options (a) and (b) are not commercially reasonable, (c) terminate this Agreement or the applicable Order Form and refund to Customer the unused Fees that Customer has prepaid for the applicable Indemnified Product(s). The foregoing indemnification obligation of Hudl will not apply to the extent the applicable claim is attributable to (1) the modification of the Indemnified Product by any party other than Hudl or is based on Customer’s specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by Hudl; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) any Indemnified Product(s) provided as a free trial or under an Order Form for which there is no charge.
- 10.2. Customer’s Indemnity. Customer will defend Hudl and its Affiliates against any claim, demand, suit or proceeding made or brought against Hudl by a third party alleging that (a) the Customer Data or (b) Customer’s broadcast or redistribution of the Content or any use of the Content other than internal business use in the professional and/or amateur sport industry, infringes, misappropriates or otherwise violates such third party’s Intellectual Property Rights, and will indemnify Hudl from any damages, attorney fees and costs finally awarded against Hudl or agreed in settlement by Customer resulting from such claim.
- 10.3. Conduct of Claims. In the event of any potential indemnity obligation under this Section 10, the indemnified party will (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party’s sole cost and expense; provided that the indemnified may engage its own legal counsel at the indemnified’s sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party’s expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 10 will not relieve the indemnifying party of its indemnity obligations, except that the indemnifying party is not liable for any litigation expenses that the indemnified party incurred prior to the date on which notice was given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide timely notice to the indemnifying party. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use the infringing materials) or require any admission of fault by the indemnified party, without the indemnified party’s prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. The indemnifications obligations under this Section 10 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party’s prior written consent.
- 10.4. Sole Remedy. This Section 10 sets forth each party’s sole remedy with respect to any claim by a third party with respect to intellectual property infringement or misappropriation.

11. LIMITATION OF LIABILITY.

- 11.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY (INCLUDING EITHER PARTY’S AFFILIATES, RESELLER AND HUDL’S SUPPLIERS), ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT EITHER PARTY’S PAYMENT OBLIGATIONS UNDER SECTION 5.1 OR 7.4.
- 11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS OR

REVENUES, LOSS OF REPUTATION OR GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW.

12. GENERAL.

- 12.1. Export Controls. Customer understands that the Products may contain encryption technology controlled under U.S. export law, the export of which may require an export license from the U.S. Commerce Department. Customer will comply with all applicable export and import control laws and regulations in performance of this Agreement, including the Export Administration Regulations (codified at 15 C.F.R. §§ 730-774) promulgated by the Bureau of Industry and Security of the U.S. Commerce Department. Without limiting the foregoing, Customer will not export or re-export the Products or any media in which the foregoing is contained to any destination, for any end-use, or to any end-user restricted by U.S. export laws or regulations without complying with all applicable filing requirements and obtaining all necessary consents and licenses from the Bureau of Industry and Security or other appropriate government agency.
- 12.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee, agent, or reseller of the other party in connection with this Agreement.
- 12.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in its entirety (including all Order Forms or SOWs) to an Affiliate or to any successor in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or line of business. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.4. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Governing Laws, without reference to conflict of law rules. The United Nations Convention for the International Sales of Goods does not apply to this Agreement. Each party irrevocably agrees that the Governing Courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or illegal, that provision of the Agreement shall apply with whatever modification is necessary to give effect to the intentions of the parties and the other provisions of this Agreement shall remain in full force and effect.
- 12.6. Waiver. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- 12.7. Notices. All notices required or permitted under this Agreement shall be in writing and delivered by confirmed email transmission, by courier or overnight delivery services, or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to the addresses set forth beneath such party's signature on the Order Form or to such other address as may be specified by either party to the other in accordance with this Section. In the case of notice to Hudl regarding termination or a claim for indemnification or defense under Section 10.1, Customer shall also provide a copy to the attention of Legal at legal@hudl.com. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section. Hudl will address billing-related notices to the relevant billing contact designated by Customer. Notices related to Customer's account will be sent to the email address kept on file.
- 12.8. Force Majeure. Neither party will be liable to the other party if it is prevented from or delayed in performing its obligations under this Agreement (except for any payment obligations), or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to, labor disputes (whether involving the workforce of Hudl or any other party), strikes, lockouts, shortages of or inability to obtain labor, failure of a utility service or telecommunications network, breakdown of plant or machinery, default of suppliers or subcontractors, war, pandemic, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, act of God, fire, flood or storm (each, a "**Force Majeure Event**"); provided that the defaulting party promptly notifies the non-defaulting party of such event and its expected duration in writing.
- 12.9. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 12.10. Entire Agreement. This Agreement, including the Order Form or any SOW, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or

contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by duly authorized representatives of both parties.

12.11. **Third Party Beneficiaries.** There are no third-party beneficiaries under this Agreement, except for those of Hudl's Affiliates that own the Intellectual Property Rights in and to the Services and either receive a license to Intellectual Property Rights from Customer under this Agreement or to whom Hudl may assign Intellectual Property Rights granted to it by Customer under this Agreement.

12.12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. DEFINITIONS.

13.1. **"Affiliate"** means in the case of either party, any other person or entity (a) controlling, (b) controlled by or (c) under common control with, such party.

13.2. **"Agreement"** has the meaning given to it in the Preamble.

13.3. **"API"** means application programming interface.

13.4. **"Applicable Law"** means any and all: (i) laws, statutes, regulations, decisions, rulings, government enactments or instruments (including national, regional, local or municipal laws, regulations or by-laws of any kind whatsoever); and/or (ii) decisions of any relevant regulator; in each case which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations of either party under this Agreement.

13.5. **"Authorized User"** means any of Customer's players, analysts, employees, members of its coaching staff, medical staff, team officials, students and/or any other person designated and engaged by Customer to have access to and use the Services and Software as disclosed to Hudl in writing (email to suffice).

13.6. **"Content"** means all Video, statistics, and data provided to Customer by or on behalf of Hudl or its Affiliates, whether provided via the Software, Services or otherwise. If Content includes Video, statistics, or data that are identical to any Customer Data, only the copy of such Video, statistics, or data provided to Customer by or on behalf of Hudl or its Affiliates shall be deemed Content.

13.7. **"Customer Data"** means any information, content, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products, including Customer's team or athlete video clips, Video, plays, coaches' comments, play diagrams, descriptions, images, audio, and other statistics and data, including all Intellectual Property Rights therein, but excluding Shared Data and Usage Data. If Customer Data includes Video, statistics, or data that are identical to any Content, only the particular copy of such Video, statistics, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products shall be deemed Customer Data.

13.8. **"DPA"** means the Data Processing Addendum found at <https://www.hudl.com/legal/agreements>.

13.9. **"Data Protection Legislation"** means all applicable privacy and data protection laws, which may include: (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), read in conjunction with and subject to any national law that provides for specifications or restrictions of its rules; (ii) any national implementing law, regulations and secondary legislation; and (iii) any other applicable data protection or privacy laws of any jurisdiction applicable to this Agreement, in each case as amended, re-enacted or replaced from time to time. The terms "personal data", "special categories of data", "controller", "processor", "data subject", and "processing" (and other parts of the verb "to process") shall have the meaning set out in the Data Protection Legislation.

13.10. **"Deliverables"** means the reports, code (including SQL queries), or other deliverables that are provided by or on behalf of Hudl to Customer in connection with Professional Services. For clarity, Hudl may use compilers, assemblers, interpreters, and other similar tools to develop Deliverables, and such tools will not be deemed Deliverables.

13.11. **"Effective Date"** has the meaning given to it in the Preamble.

13.12. **"Open Exchange Services"** refers to Services provided by Hudl or its Affiliates to facilitate the open exchange, sharing, access, use, and download of Video (and all statistics and data associated with the Video) by and among Hudl, its Affiliates, customers, and third parties, including any product designated as a "League Exchange" (with the exception of NCAA Soccer League Exchange, NCAA Basketball, NBA League Exchange, and NHL League Exchange), Wyscout, Volleymetrics or any other Product with functionality as described above.

13.13. **"Feedback"** means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Products, whether solicited by Hudl or its Affiliates or provided by Customer or its Authorized Users without any such solicitation.

13.14. **"Fees"** means any amounts owed by Customer, as specified in the Order Form or SOW for the Products or Professional Services, with such amounts and the bank account details for payment being specified in the Invoice.

13.15. **“Force Majeure Events”** has the meaning given to it in Section 12.8.

13.16. **“Governing Laws”** and **“Governing Courts”** mean, for each Hudl Contracting Party, the laws and courts set forth below:

<u>Hudl</u>	<u>Governing Laws</u>	<u>Governing Courts</u>
Agile Sports Technologies, Inc.	The laws of the state of Nebraska	The state or Federal courts in Lancaster County, Nebraska, USA
Sportstec Pty. Ltd.	The laws of Australia	The courts of New South Wales, Australia.
Sportstec do Brasil Tecnologia Esportiva Limitada	The laws of the United States, state of Nebraska	The state or Federal courts in Lancaster County, Nebraska, USA
Hudl Canada Ltd.	The laws of the United States, state of Nebraska	The state or Federal courts in Lancaster County, Nebraska, USA
Hudl Europe SARL	The laws of England and Wales	The courts of England and Wales
Hudl Germany GmbH	The laws of England and Wales	The courts of England and Wales
Hudl India Pvt. Ltd.	The laws of England and Wales	The courts of England and Wales
Wyscout S.p.A.	The laws of England and Wales	The courts of England and Wales
Hudl B.V.	The laws of England and Wales	The courts of England and Wales
Sportstec Ltd. New Zealand	The laws of Australia	The courts of New South Wales, Australia.
Hudl Singapore Pte. Ltd.	The laws of Australia	The courts of New South Wales, Australia.
Hudl Spain, S.L.U.	The laws of England and Wales	The courts of England and Wales
Hudl UK, Limited	The laws of England and Wales	The courts of England and Wales
Haymarket Recruiting, LLC	The laws of the state of Nebraska	The state or Federal courts in Lancaster County, Nebraska, USA

13.17. **“Hardware”** means Hudl Hardware and Non-Hudl Hardware.

13.18. **“Hardware Addendum”** means the Hardware Addendum found at <https://www.hudl.com/legal/agreements>.

13.19. **“Hudl”** means the Hudl Contracting Party.

13.20. **“Hudl Contracting Party”** means the member of the Hudl group set forth on the applicable Order Form or SOW. If Customer orders through a Reseller, the Hudl Contracting Party means the member of the Hudl Group who has authorized the Reseller.

13.21. **“Hudl Hardware”** means hardware that is manufactured by or exclusively for Hudl or its Affiliate.

13.22. **“Intellectual Property Rights”** means any and all rights related to patents, inventions, copyrights, moral rights, privacy and publicity, trademarks (and related goodwill), trade names, domain names, designs, computer software, databases, trade secrets and all other common law or statutory intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.

13.23. **“Invoice”** means an invoice issued by Hudl or a Reseller for the Fees for the Products or Professional Services pursuant to the Agreement.

13.24. **“Non-Hudl Hardware”** means hardware that is not manufactured by or exclusively for Hudl or its Affiliate.

13.25. **“Order Form”** means the Hudl-issued Quote or Order Form (as applicable) that has been signed by Customer and Hudl and references the MSA.

13.26. **“Platform”** means the technology used to access the Services found at www.hudl.com, www.wyscout.com, www.volleymetrics.com, www.recruit.co, Hudl’s APIs or such other websites or technologies as may be offered by Hudl or its Affiliates from time to time.

13.27. **“Products”** means the Services, Software and/or Hardware ordered by Customer, as set forth in an Order Form.

13.28. **“Professional Services”** means professional services, such as implementation, configuration, custom development and training, performed by Hudl or its Affiliates’ employees or subcontractors as designated as

Professional Services in an Order Form or SOW.

- 13.29. **"Public Game Video"** means Video of a game or match that is designated as "Game" or "Match" in a Platform, and includes all statistics and data associated therewith.
- 13.30. **"Purchase Order"** has the meaning given to it in Section 5.2.
- 13.31. **"Representatives"** has the meaning given to it in Section 6.3.
- 13.32. **"Reseller"** has the meaning given to it in the Preamble.
- 13.33. **"Reseller Order Form"** means the Quote or Order Form (as applicable) that (a) has been signed by Customer and a reseller who has been authorized by Hudl or its Affiliates to resell the Products, and (b) references this Agreement.
- 13.34. **"Services"** means the online software and services described in the Order Form and the MSA that are accessed through one or more Platforms. "Services" does not include any Content accessible through any Services.
- 13.35. **"Shared Data"** means the copy of Video and associated statistics and data that Customer has shared or has authorized to be created or shared, as described in Section 3.4. Shared Data is not Customer Data.
- 13.36. **"Software"** means the locally installed programs and supporting documentation which comprise the different software programs owned by Hudl in the Order Form. "Software" does not include any Content accessible through any Software.
- 13.37. **"Source Code"** means computer software in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, along with all technical information and documentation required to enable a reasonably skilled programmer to modify and operate it.
- 13.38. **"SOW"** means the Statement of Work that has been signed by Customer and references this Agreement.
- 13.39. **"Subscription Term"** has the meaning given to it in Section 2.1.
- 13.40. **"Taxes"** has the meaning given to it in Section 5.6.
- 13.41. **"Term"** means the period of time described in Section 7.1.
- 13.42. **"Usage Data"** means data and information related to Customer's use of the Products that is used by Hudl in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Products.
- 13.43. **"Video"** means any and all team or athlete video, video clips, and other video or film added to a Platform, including the voices, performance, 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, including all associated statistics and data.
- 13.44. **"Video Recipient"** has the meaning set forth in Section 3.4.1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AGILE SPORTS TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____