

## Hudl 4G Terms

These Hudl 4G Terms ("4G Terms" or "these Terms") apply to any Hudl Hardware that includes 4G data capabilities and to Organization's use of and access to the wireless data network made available to Organization via the Hardware ("Wireless Service"). Organization acknowledges that Hudl may update these Terms upon 30 days' notice by providing email notice of such changes to the Team Admins on Organization's account. Organization also acknowledges that Hudl is not required to notify Organization of changes that impact only regions for which Organization has not subscribed to Wireless Service. For purposes of these Terms, "Organization" has the same meaning as "Customer" if that term is defined in the parties' underlying agreement.

1. **4G Capabilities.** Organization acknowledges that Hudl Hardware that includes 4G data capabilities may have 4G wireless service activated on such device by Hudl at Hudl's sole discretion, even if Organization has not subscribed to 4G with Hudl ("Basic Service"). The Basic Service allows Hudl to send updates to the Hardware. The following provisions apply to the Basic Service:
  - a. Organization agrees to allow updates to software and firmware on the Hardware when connected to the Basic Service or the internet. Organization acknowledges and agrees that Hudl may deactivate the 4G modem on the Hardware remotely. Organization acknowledges that the Basic Service is a Third-Party Service, provided by a third-party service provider, and further acknowledges and agrees that Hudl Hardware with Basic Service will be on such third-party service provider's network and that device identification information and location information will be shared with such third-party service provider. Organization may not use the Basic Service for any purpose.
  - b. Without any liability to Organization, Hudl may suspend or terminate the Organization Terms (or the MSA, as applicable) immediately, with or without notice, in the event (i) Hudl suspects or becomes aware of (a) the fraudulent, illegal, improper, or unauthorized use of the Basic Service by Organization or a third party, (b) Organization's, its Authorized User's or a third party's use, abuse, or misuse of the Basic Service in a manner that has an adverse impact on Hudl's or the service provider's network, operations, or customers, or (c) Organization or its Authorized Users engaging in any threatening or harassing behavior using the Basic Service or otherwise violating Hudl's AUP; or (ii) Hudl or the service provider has a good faith belief that suspension or termination is necessary to (a) prevent, mitigate, or eliminate fraud, or (b) protect Hudl's or the service provider's personnel, network, or property. Organization shall be solely responsible for all risks, expenses, and liabilities arising from or relating to fraudulent, illegal, or unauthorized use of the Basic Service by Organization or any third parties. To the fullest extent permitted by applicable law, Organization shall defend, indemnify, hold harmless, and forever discharge Hudl from, all damages, claims, actions, losses, liabilities, and other expenses (including reasonable attorneys' fees), regardless of the time when they occur, that arise out of any action brought by the service provider or any third party in connection with any fraudulent, illegal, or unauthorized use of the Basic Service by Organization, its Authorized Users, or any third parties.
2. **USA.** If Organization subscribes to 4G for use in the United States (excluding possessions and territories), the provisions of this Section 2 shall apply to such use.
  - a. The Wireless Service includes the wireless service for the line and the related mobile telephone number ("MTN"). The Wireless Service is a Third-Party Service, provided by a third-party service provider ("Wireless Provider"). The MTN is not portable.
  - b. Organization may only use the Wireless Service for uploading game or event footage in the sports industry to the Products and may not use, or allow any third party to use, the Wireless Service for any other purpose. The Wireless Service may not be used separately from the Hardware. The Wireless Service cannot be used for voice services, texting services, remote medical monitoring, unmanned aerial vehicles, or emergency services. Organization may not use any regeneration equipment or similar mechanism with the Wireless Service. Organization acknowledges and agrees that the Wireless Service may only be used in the United States (excluding possessions and territories) and agrees not to attempt to use it outside of the United States (excluding possessions and territories). Organization agrees to comply with all applicable laws when using the Wireless Service.
  - c. Without any liability to Organization, Hudl may suspend or terminate the Wireless Service and/or

terminate the Organization Terms (or the MSA, as applicable) immediately, with or without notice, in the event (i) Hudl suspects or becomes aware of (a) the fraudulent, illegal, improper, or unauthorized use of the Wireless Service by Organization or a third party, (b) Organization's, its Authorized User's or a third party's use, abuse, or misuse of the Wireless Service in a manner that has an adverse impact on Hudl's or the Wireless Provider's network, operations, or customers, or (c) Organization or its Authorized Users engaging in any threatening or harassing behavior using the Wireless Service or otherwise violating Hudl's AUP; (ii) Hudl or the Wireless Provider has a good faith belief that suspension or termination is necessary to (a) prevent, mitigate, or eliminate fraud, (b) protect Hudl's or the Wireless Provider's personnel, network, or property, or (c) comply with a change in applicable law or a regulation; (iii) Organization is not primarily using the Hardware in the Wireless Provider's owned and operated networks in the United States (excluding possessions and territories), as determined by Hudl or the Wireless Provider in their sole discretion; or (iv) the Wireless Service or the MTN is suspended or terminated by the Wireless Provider for any reason. Hudl may suspend or limit Organization's use of the Wireless Service if Hudl determines in its sole discretion that Organization is excessively using the Wireless Service.

- d. Organization shall promptly notify Hudl in writing if it becomes aware of actual or suspected use of the Wireless Service in violation of Section 2.b. Organization shall be solely responsible for all risks, expenses, and liabilities arising from or relating to fraudulent, illegal, or unauthorized use of the Wireless Service by Organization or any third parties.
- e. To the fullest extent permitted by applicable law, Organization shall defend, indemnify, hold harmless, and forever discharge Hudl from, all damages, claims, actions, losses, liabilities, and other expenses (including reasonable attorneys' fees), regardless of the time when they occur, that arise out of any action brought by the Wireless Provider or any third party in connection with any breach or violation of Section 2.b by Organization or any fraudulent, illegal, or unauthorized use of the Wireless Service by Organization, its Authorized Users, or any third parties.
- f. Organization acknowledges and agrees that Hudl may deactivate the 4G modem on the Hardware remotely in the event the Organization Terms (or the MSA, as applicable) terminate or expire or the Wireless Service is terminated.
- g. The activation of the Wireless Service is subject to the availability of MTNs and the Wireless Provider's activation of the service, and Hudl does not make any guarantees about when the Wireless Service will be activated or available for Organization's use. **HUDL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, AVAILABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE WIRELESS SERVICE. THE WIRELESS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". HUDL SHALL NOT BE RESPONSIBLE OR LIABLE TO ORGANIZATION WITH RESPECT TO THE WIRELESS SERVICE, INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY, CHANGES TO THE FEATURES OR SPECIFICATIONS, OR AVAILABILITY OF THE WIRELESS SERVICE. NOTWITHSTANDING ANYTHING IN THE ORGANIZATION TERMS (OR THE MSA, AS APPLICABLE) TO THE CONTRARY, HUDL DOES NOT HAVE ANY INDEMNIFICATION OBLIGATION WITH RESPECT TO THE WIRELESS SERVICE.** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Organization acknowledges and agrees that due to the nature of the Wireless Service that Hudl is not responsible for the integrity, security, or confidentiality of any Organization Data (or Customer Data, as applicable) transmitted via the Wireless Service. The Wireless Service can also be temporarily limited where required by a regulatory agency. Organization must allow updates to software and firmware on the Hardware when connected to the Wireless Service or the internet, and failure to do so may cause Organization's transmissions to fail, be blocked, or misrouted. In such event, Hudl shall not be liable to Organization for such failed, blocked, or misrouted transmissions. If Organization alters the Hardware, it may no longer work with the Wireless Service and Organization shall be responsible, and shall indemnify Hudl, for any additional charges from the Wireless Provider as a result.
- h. Hudl and the Wireless Provider further reserve the right to take measures to protect the network

and other users from harm, compromised capacity, or degradation in performance. These measures may impact Organization's Wireless Service, and Hudl and the Wireless Provider reserve the right to deny, modify (including slowing speeds for excessive usage as determined by Hudl in its sole discretion), or terminate the Wireless Service, with or without notice, to anyone Hudl or the Wireless Provider believes is using the Wireless Service in a manner that adversely impacts the network.

- i. Organization acknowledges and agrees that the Wireless Provider may collect and use data and information related to Organization's and its Authorized Users' use of the Wireless Service.
3. **Non-US Jurisdictions.** Section 3.a is applicable where the related Hardware is sold for use in a country outside the United States ("Additional Jurisdictions"). If Organization subscribes to 4G for use in a country outside the United States, all of the provisions of this Section 3, including Sections 3.a and 3.b, shall apply to such use.
  - a. The following provisions apply to Organization as set forth above:
    - i. The Wireless Service is a Third-Party Service, provided by a third-party service provider and its third-party network providers (collectively, "Additional Wireless Provider(s)"). In Section 1 of these Terms, any reference to the third-party service provider of the Basic Service includes the Additional Wireless Providers, any reference to Hudl includes Hudl and its Affiliates, and any reference to Authorized Users includes End Users (as defined in this Section 3). Organization acknowledges that any support for the Wireless Service, Systems (as defined in this Section 3), and any other services and systems provided by Hudl to Organization and its End Users shall be provided by Hudl or its Affiliate and not by the Additional Wireless Provider(s). Organization consents to any over-the-air updates to SIM Cards (as defined in this Section 3).
    - ii. With respect to the use of the Wireless Service (if Organization subscribes to 4G), Basic Service, and any SIM Cards in the Hardware, Organization shall, and shall ensure that each of its Authorized Users and any users of the Hardware (collectively "End Users"): (A) observe and comply with all Applicable Laws and Codes of Practice and any instructions or conditions of the Additional Wireless Providers notified to Organization by Hudl from time to time; (B) not act or omit to act in any way which will or may place any Additional Wireless Provider in breach of any provisions of the Applicable Law or a Code of Practice, any other licenses, authorizations, applicable to any Additional Wireless Provider and, upon Hudl's request, co-operate fully with an Additional Wireless Provider to enable any Additional Wireless Provider to comply with all of the same; (C) not use the Wireless Service for any improper or unlawful purpose; (D) not tamper with the SIM Card; (E) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees, agents, or representatives of any Additional Wireless Provider), the systems or software of the Additional Wireless Providers ("Systems") or howsoever cause the quality of the Wireless Service to be impaired; and (F) ensure that any information provided to Hudl is accurate, complete, and provided in a timely manner and promptly inform Hudl of any changes to such information. For purposes of this Section 3, "Code(s) of Practice" means all applicable guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognized bodies, and all instructions regulations or guidance issued by applicable regulatory authorities, whether or not mandatory, and "SIM Card(s)" means the 'subscriber identity module(s)' included in the Hardware that allows Organization to access and use the Wireless Service.
    - iii. Organization shall not, and shall ensure that its End Users do not, claim ownership of any Intellectual Property Rights in relation to or created pursuant to the SIM Cards or the Wireless Service and shall not take any action which might infringe any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark, or logo in relation to the SIM Cards or the Wireless Service, and Organization shall indemnify Hudl and its Affiliates and keep them indemnified from and against all costs, claims, liabilities, proceedings, damages, and expenses arising directly or indirectly as a result of a claim from a third party of any breach of the foregoing obligation by Organization or its End Users. Upon Hudl's request,

Organization agrees to provide the Additional Wireless Providers with assistance which they may reasonably require in connection with the infringement or apparent or threatened infringement in relation to any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark, or logo in relation to the SIM Cards or the Wireless Service. All property and Intellectual Property Rights in the Wireless Service including without limitation all right, title, and interest in and to all documents, data, specifications, or other items relating to the Wireless Service, shall vest in and shall remain the exclusive property of the Additional Wireless Providers or their third-party licensors, as applicable. For purposes of this Section 3, "Intellectual Property Rights" means the following items (including any extensions or renewals thereof) and wherever in the world enforceable (x) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (y) rights in the nature of unfair competition rights and to sue for passing off; and (z) trade secrets, confidentiality, and other proprietary rights, including rights to know how and other technical information.

- iv. Organization shall not, and shall ensure that its End Users and any third parties do not, throughout the Term and after termination of these Terms, use the SIM Card or Hardware (or allow either to be used) for any illegal purpose, and Organization agrees that in such circumstances the incidents may be reported to the police or any other relevant official organization.
- v. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ADDITIONAL WIRELESS PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES (INCLUDING ANY WARRANTIES IMPLIED BY LAW) AND ANY LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE SALE OR USE OF THE WIRELESS SERVICE, SYSTEMS, AND ANY OTHER SERVICES AND SYSTEMS PROVIDED BY HUDL TO ORGANIZATION AND ITS END USERS.**
- vi. In the event an Additional Wireless Provider gives Hudl or its Affiliate notice of a change in the agreement between them that relates to the Wireless Service due to a change in applicable law or for purely administrative purposes, Organization acknowledges that Hudl may modify this Section 3 accordingly as determined appropriate by Hudl in its sole discretion upon notice by providing email notice of such changes to the Team Admins on Organization's account, with such modification effective upon notice.

b. The following provisions apply to Organization as set forth above:

- i. The Wireless Service for the Additional Jurisdictions includes the wireless service for the line and the related mobile telephone number, which is not portable and may change from time to time. Organization agrees to comply with all applicable laws when using the Wireless Service. The Wireless Service is only intended for use by Organization in the country for which the related Hardware is sold, and Hudl makes no warranties or guarantees that the Wireless Service will be available outside that country. The Wireless Service may be activated and available in other countries in the Additional Jurisdictions, at Hudl's sole discretion, and in such event, the Wireless Service may be used in such countries.
- ii. Organization may only use the Wireless Service for uploading game or event footage in the sports industry to the Products through the Hardware and may not use, or allow any third party to use, the Wireless Service for any other purpose. The Wireless Service may not be used separately from the Hardware or resold by Organization. Organization shall not, and shall ensure that its End Users do not, use any Wireless Service to take any action that: (A) involves the transmission of voice (including VOIP); (B) involves providing any service via the Wireless Service that allows anyone to access a publicly

addressable destination (i.e., public IP address) including through the use of a proxy, tunnelling, a gateway or routing; (C) would violate copyright, a trademark, a trade secret, or other property rights of any third party; (D) could interfere with other users' use of the Wireless Service or the Additional Wireless Provider's networks; (E) involves the addition, removal or modification of identifying network header information in an effort to deceive; (F) uses the Wireless Service to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of any Additional Wireless Provider or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; (G) uses the Wireless Service or software related to Internet Relay Chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers or proxy server network; (H) involves spamming or the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; or (I) could lead directly to death, personal injury, or severe physical injury or environmental damage (e.g., life support machines) due to the failure of the Wireless Service.

- iii. Without any liability to Organization, Hudl may limit, cap, suspend, or terminate the Wireless Service or suspend or terminate the Organization Terms (or the MSA, as applicable) immediately, with or without notice, in the event (A) Hudl suspects or becomes aware of (1) the fraudulent, illegal, improper, or unauthorized use of the Wireless Service by Organization or a third party, (2) Organization's, its End User's or a third party's use, abuse, or misuse of the Wireless Service in a manner that has an adverse impact on Hudl's or an Additional Wireless Provider's network, operations, or customers, or (3) Organization or its End Users engaging in any threatening or harassing behavior using the Wireless Service or otherwise violating Hudl's AUP or these Terms; (B) Hudl or an Additional Wireless Provider reasonably believes that suspension or termination is necessary to (1) prevent, mitigate, or eliminate fraud, (2) protect Hudl's or the Additional Wireless Provider's personnel, network, or property, (3) stop the fraudulent or illegal use of the Hardware or SIM Card, or (4) comply with a change in applicable law or a regulation; (C) the SIM Card or Hardware has been lost or stolen; or (D) the Wireless Service or the SIM Card is limited, capped, suspended, or terminated by an Additional Wireless Provider for any reason. Hudl may suspend or limit Organization's use of the Wireless Service if Hudl determines in its sole discretion that Organization is excessively using the Wireless Service.
- iv. Organization shall promptly notify Hudl in writing if it becomes aware of actual or suspected use of the Wireless Service in violation of Section 3.b.ii. Organization shall be solely responsible for all risks, expenses, and liabilities arising from or relating to fraudulent, illegal, or unauthorized use of the Wireless Service by Organization or any third parties.
- v. To the fullest extent permitted by applicable law, Organization shall defend, indemnify, hold harmless and forever discharge Hudl and its Affiliates from all damages, claims, actions, losses, liabilities and other expenses (including reasonable attorneys' fees and legal costs), regardless of the time when they occur, that arise out of any action brought by an Additional Wireless Provider or any third party in connection with Organization's use of the Wireless Service, any breach or violation of this Section 3 by Organization or its End Users, or any fraudulent, illegal, or unauthorized use of the Wireless Service by Organization, its End Users, or any third parties.
- vi. Organization acknowledges and agrees that Hudl may deactivate the 4G modem on the Hardware remotely in the event the Organization Terms (or the MSA, as applicable) terminate or expire or the Wireless Service is terminated.
- vii. The activation of the Wireless Service is subject to the availability of mobile telephone numbers and the Additional Wireless Provider's activation of the service, and Hudl does not make any guarantees about when the Wireless Service will be activated or available for Organization's use. **HUDL AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, AVAILABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE,**

**MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE WIRELESS SERVICE. THE WIRELESS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". HUDL AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE OR LIABLE TO ORGANIZATION WITH RESPECT TO THE WIRELESS SERVICE, INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY, CHANGES TO THE FEATURES OR SPECIFICATIONS, OR AVAILABILITY OF THE WIRELESS SERVICE. NOTWITHSTANDING ANYTHING IN THE ORGANIZATION TERMS (OR THE MSA, AS APPLICABLE) TO THE CONTRARY, HUDL DOES NOT HAVE ANY INDEMNIFICATION OBLIGATION WITH RESPECT TO THE WIRELESS SERVICE.** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical, or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Organization acknowledges and agrees that due to the nature of the Wireless Service that Hudl is not responsible for the integrity, security, or confidentiality of any Organization Data (or Customer Data, as applicable) transmitted via the Wireless Service. The Wireless Service can also be temporarily limited where required by a regulatory agency. Organization must allow updates to software and firmware on the Hardware when connected to the Wireless Service or the internet, and failure to do so may cause Organization's transmissions to fail, be blocked, or misrouted. In such event, Hudl shall not be liable to Organization for such failed, blocked, or misrouted transmissions. If Organization alters the Hardware, it may no longer work with the Wireless Service and Organization shall be responsible, and shall indemnify Hudl and its Affiliates, for any additional charges from the Additional Wireless Provider as a result.

- viii. Hudl and the Additional Wireless Providers further reserve the right to take measures to protect the Systems and other users from harm, compromised capacity, or degradation in performance. These measures may impact Organization's Wireless Service, and Hudl and the Additional Wireless Providers reserve the right to deny, modify (including slowing speeds for excessive usage as determined by Hudl in its sole discretion), or terminate the Wireless Service, with or without notice, to anyone Hudl or an Additional Wireless Provider believes is using the Wireless Service in a manner that adversely impacts the network.
- ix. Organization consents to Organization Data (or Customer Data, as applicable) being provided to, and processed by, the Additional Wireless Provider(s) as set forth in these Terms in order to provide the Wireless Service. Organization acknowledges and agrees that the Additional Wireless Providers may collect and use data and information related to Organization's and its End User's use of the Wireless Service.

*June 7, 2023*