



TERMS OF SERVICE REPORT

In accordance with New York General Business Law §§ 1100–1104.

Submitted by: Hudl, Inc. (“Hudl”)
Submitted to: New York Office of the Attorney General
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Hudl is a platform that empowers athletes, coaches, and teams to capture, analyze, and share sports video and performance data. Hudl's mission is to help athletes and teams reach their full potential through innovative technology and insights. This Terms of Service Report ("**Report**") is provided in response to New York General Business Law (GBS), Chapter 20, Article 42, Section 1102.1, and covers the Reporting Period defined on the cover sheet.

Please note that as of December 1, 2025, Agile Sports Technologies, Inc. changed its name to Hudl, Inc. with the Delaware Secretary of State.

1. Hudl's Terms of Service

Hudl's terms of service (the "**Terms**") include the Hudl User Terms of Service, available at <https://www.hudl.com/terms> ("**User Terms**"), and Hudl's Acceptable Use Policy, available at <https://www.hudl.com/acceptable-use-policy> ("**AUP**"). The User Terms and AUP apply to all users of the Hudl platform, including an organization customer's authorized users, as well as individuals who are not affiliated with organization customers of Hudl.

Hudl's team and coaching tools and services are subscribed to by organizations for use by their authorized users. For Hudl's organization customers, the Terms also include the Hudl Master Subscription Agreement, available at www.hudl.com/legal/agreements/master-subscription ("**MSA**"), depending on their level of sport or when they contracted with Hudl. Organizations are responsible for their authorized users' compliance with the Terms.

The following documents represent the Terms in effect as of the date of this Report and are attached hereto as Appendices:

Appendix A: Hudl User Terms of Service

Appendix B: Acceptable Use Policy

Appendix C: MSA

The versions attached to this Report supersede all versions filed in previous reporting periods.

2. Statement on Changes to the Terms

Acceptable Use Policy: Since the previous report, Hudl added two (2) new prohibitions to the AUP's "Do Not" list addressing non-consensual intimate imagery. Hudl also added a new section titled "Notice and Removal Process for Non-Consensual Intimate Imagery," which establishes a formal procedure for reporting non-consensual intimate imagery to Hudl.

User Terms of Service (formerly, Site Terms / Terms of Service): Since the previous report, Hudl has substantially revised and retitled the document formerly known as the "Hudl Site Terms" or "Terms of Service" (Appendix A to the prior report). Among the key substantive changes, the User Terms introduce (a) a new framework of user "Roles" with distinct rights and obligations; (b) a new "Team Space" concept, which defines the portion of the services managed and administered by a Customer for organizational use; (c) a detailed content classification and licensing framework; (d) new sections governing Hudl AI; and (e) expanded provisions for parents and minors.

Organization Terms of Service: Since the previous report, Hudl has consolidated its customer-facing contractual framework. The Hudl Organization Terms of Service (Appendix C to the previous report) have been decommissioned and are no longer offered to new customers. Going forward, all new Hudl organization customers must agree to the MSA. Certain legacy customers that signed the Organization Terms prior to this transition may remain subject to a version of the Organization Terms.

Master Subscription Agreement: Since the previous report, Hudl substantially revised its MSA. Among the key substantive changes, the MSA introduces: (a) a formal integration with the User Terms, requiring Authorized Users (as defined in the MSA) to accept the User Terms before accessing the Products (as defined in the MSA); (b) a new "Customer Purposes" defined term replacing the prior internal use standard; (c) new provisions governing Authorized Third Parties (Section 2.4); (d) new

provisions addressing the use of Products by minors/children, including consent requirements and age-based feature restrictions (Section 2.8); (e) expanded provisions addressing AI; and (f) and a new section addressing Hudl's practice video analysis products (Section 4.4).

3. Statement on Covered Content Categories

This section provides Hudl's statement of whether the current version of the Terms defines each of the following categories of content, and, if so, the definitions of those categories, including any subcategories (collectively, the "**Covered Content Categories**"): (A) Hate speech or racism; (B) Extremism or radicalization; (C) Disinformation or misinformation; (D) Harassment; and (E) Foreign political interference.

Hudl's Terms do not specifically define the Covered Content Categories but do have restrictions on the use of the Hudl platform that would prohibit the use of the platform to share most content included in the Covered Content Categories. Specifically, Hudl's Acceptable Use Policy provides, in relevant part that users must use the Hudl Site and Products only for lawful purposes and are not permitted to:

- use the Products or Hudl Site to store, display, process, or transmit any content ... that may be tortious or unlawful;
- use the Hudl Site or Products in any way that violates any applicable federal, state, local or international law or regulation (including, but not limited to, any laws regarding the export of data or software to and from the United States or other countries) or to promote illegal activity;
- use the Products or Hudl Site in any manner that may harm or exploit minors or targets people under the age of thirteen;
- use the Products or Hudl Site to publish, display, process, share, or store materials that constitute child sexually exploitative material (including, but not limited to, material which may not be illegal child sexual abuse material, but which nonetheless sexually exploits or promotes the sexual exploitation of minors), pornography, or are otherwise obscene, indecent, or objectionable;
- use the Hudl Site or Products to publish, display, process, share, or store materials related to the distribution, sale, or promotion of illegal drugs, controlled substances, or paraphernalia;
- use the Hudl Site or Products to engage in activity, or display, store, process, or transmit material, that incites or encourages violence or hatred against individuals or groups;
- impersonate any person or entity, including, but not limited to, a Hudl employee, a Hudl customer, any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, customer, or entity;
- use the Hudl Site or Products to send altered, deceptive, or false source-identifying information, including, but not limited to, spoofing or phishing;"

4. Statement on Hudl's Content Moderation Practices

This section contains a detailed description of Hudl's content moderation practices, including the following:

- Any existing policies intended to address the Covered Content Categories;
- How automated content moderation systems enforce the platform's Terms and when these systems involve human review;
- How the company responds to user reports of violations of the Terms;
- How the company removes individual pieces of content, users, or groups that violate the Terms, or takes broader action against individual users or against groups of users that violate the Terms; and

- The languages in which the social media platform does not make Terms available, but does offer product features, including, but not limited to, menus and prompts.

Hudl's AUP and Hudl's other terms of service listed above guide how Hudl handles content that may fall into the Covered Content Categories. Other than a list of "banned" terms that prevent a message from being sent in Hudl's messaging tools, Hudl does not currently have any automated content moderation systems to enforce the Terms as they relate to the Covered Content Categories. When content is reported to Hudl, it is reviewed by a human. Hudl's AUP provides a process for a user to report a violation of the AUP and describes how Hudl may respond. A Hudl platform user may also report a message within the Hudl platform's messaging tools by clicking on the report button. Through this covered period, the notice is only to the organization customer's contact in the platform and not to Hudl.

Hudl's support team receives, reviews, and processes user reports related to the Covered Content Categories that are sent directly to Hudl support via an available channel including email, telephone, and web form. Hudl responds to content, users or groups that violate its Terms related to Covered Content Categories on a case by case basis in accordance with the Terms described above in Section 1. These responses may include deleting content or taking other appropriate action. Note that Hudl's AUP states the following:

"Violations. Hudl reserves the right to take any action it determines in its sole discretion to be appropriate if it believes this AUP has been violated (or if it believes any content violates this AUP), which action could include, without limitation, removing or disabling access to content, suspending access to the Products, terminating an account, taking appropriate legal action, disclosing your identity or information about you to any third party who claims that material posted by you violates their rights (including their intellectual property rights), or other action. Hudl has the right, but not the obligation, in its sole discretion to prohibit or remove any content that Hudl believes violates your signed agreement with Hudl, this AUP, applicable law, or is otherwise objectionable."

The social media platform offered by Hudl does not offer product features in languages other than English. Thus, there are no languages in which the social media platform offered by Hudl does not make the Terms available, but does offer product features, including, but not limited to, menus and prompts.

5. Content Moderation Data

The table below shows information on content that Hudl flagged as content belonging to any of the Covered Content Categories. All responses below are for the Reporting Period:

Category of Content	Total number of flagged Items	Total number of actioned items	Total number of actioned items of content that resulted in the company taking action against the user responsible for content	Total number of actioned items of content that the company removed, demonetized, or deprioritized	Total number of times users appealed the company's actions taken on that platform and the number of reversals of company actions on appeal
Hate Speech or Racism	0	0	0	0	0
Extremism or Radicalization	0	0	0	0	0

Disinformation or Misinformation	0	0	0	0	0
Harassment	1	0	0	0	0
Foreign Political Interference	0	0	0	0	0
Aggregated Total	1	0	0	0	0

The table below shows information on number of times actioned content was viewed and shared, and total number of users that viewed it before it was actioned. All responses below are for the Reporting Period.

Category of Content	Total number of times actioned items of content were viewed by users	Total number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned
Hate Speech or Racism	0	0
Extremism or Radicalization	0	0
Disinformation or Misinformation	0	0
Harassment	Unknown (within team space)	Unknown (within team space)
Foreign Political Interference	0	0

The table below shows the disaggregation of the content identified in the tables above. All responses below are for the Reporting Period.

Category of Content	Type of content (such as: posts, comments, messages, profiles of users, or groups of users)	Type of media (such as: text, images, video)	How the content was flagged	How the content was actioned
Hate Speech or Racism	N/A	N/A	N/A	N/A
Extremism or Radicalization	N/A	N/A	N/A	N/A
Disinformation or Misinformation	N/A	N/A	N/A	N/A
Harassment	Practice Recording	Video		Instructed to contact the school & legal@hudl.com
Foreign Political Interference	N/A	N/A	N/A	N/A

Appendix A

Hudl User Terms of Service

Welcome to Hudl. These Hudl User Terms of Service (these "**Terms**") apply to the Hudl website at www.hudl.com and all sites and applications owned by Hudl, Inc. and/or its affiliates (collectively, the "**Hudl Site**"), and other services, features, or functionality provided by Hudl, including Integrated Third-Party Services (collectively with the Hudl Site, the "**Services**"). Hudl, Inc. and its affiliates ("**Hudl**," "**we**," and "**us**") provide you the Services subject to these Terms. "**User**," "**you**," and "**your**" refer to you, the individual who visits or uses the Services, accesses or uses any part of an Account, or directs another person to do so.

By visiting or using any portion of the Services or accessing or using any Account, or directing another person to do so, you agree to these Terms, which constitute a legally binding contract with Hudl. You are entering into these Terms with Hudl, Inc. If you do not agree to these Terms, do not use the Services.

Your use of the Services is subject to these Terms and Hudl's Acceptable Use Policy, available at www.hudl.com/aup ("**AUP**"). Hudl's Privacy Policy, available at www.hudl.com/privacy ("**Privacy Policy**"), describes how we collect, use, and share personal information. By using the Services, you acknowledge that you have read and understood the Privacy Policy.

PLEASE READ THESE TERMS CAREFULLY, AS THEY AFFECT YOUR LEGAL RIGHTS. SECTION 20 OF THESE TERMS CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THIS SECTION DOES NOT APPLY TO USERS RESIDING OUTSIDE THE UNITED STATES. AS PROVIDED IN SECTION 20, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST HUDL THROUGH BINDING, INDIVIDUAL ARBITRATION, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; (2) YOU ARE WAIVING ANY RIGHTS TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON ANY CLAIMS; AND (3) YOU ARE WAIVING RIGHTS TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Using the Services.

- 1.1 **Personal and Customer Use.** You may use the Services in two ways: (a) as an individual for your own personal use ("**Personal Use**") (e.g., as a Fan buying a ticket, an Athlete maintaining a personal Athlete Profile, a Parent registering their Minor for a clinic); and (b) as an Authorized User of a Customer for the Customer's team or organization purposes ("**Customer Use**") (e.g., as an Athlete on your school's team reviewing game film, a coach scheduling practice times). In these Terms, "**Customer**" refers to the team, school, district, club, league, or other organization that has a separate agreement with Hudl related to their team's or organization's use of products and services offered by Hudl for team or organization purposes (the "**Hudl Agreement**"). When engaged in Customer Use, meaning when using products and services offered by Hudl for a Customer's team or organization purposes or while in a Customer's Team Space, you are subject to the Customer's Hudl Agreement in addition to these Terms. In simple terms: when you're acting for your team, your team's agreement with Hudl also applies; when you're acting for yourself, only these Terms apply.
- 1.2 **Roles.** When using the Services, whether for Personal Use or Customer Use, you may have one or more roles (each, a "**Role**"). Some Roles require you to be logged into a Hudl Account. Roles include:
 - 1.2.1 "**Athlete**" – a User who uses the Services in connection with their own athletic performance as a player or competitor. For example, an Athlete might maintain an Athlete Profile, create or share Highlights, join a team roster as a player, or participate in recruiting as a prospective recruit.
 - 1.2.2 "**Authorized User**" – a User who has been invited by a Customer to join the Customer's team or roster (e.g., as an athletic director, coach, Athlete, analyst, or Parent), and has accepted Customer's invitation. Users can also become Authorized Users as described in Customer's Hudl Agreement. Once a User is an Authorized User of a Customer, they may access the Customer's Team Space or use the Services for Customer Use.
 - 1.2.3 "**Fan**" – a User purchasing tickets or other items; making donations or purchasing coupon books for an organization's fundraiser; accessing video content (e.g., livestreams, archived game video; Highlights); following teams, conferences, leagues or Athletes; or performing other activities made available on the Services for Fans.
 - 1.2.4 "**Parent**" – an adult User that is the parent or legal guardian of a Minor.
 - 1.2.5 "**Visitor**" – a User browsing the Services without logging into a Hudl Account.

- 1.2.6 **"Purchaser"** – an individual buying products or services through the Services for Personal Use. Such products or services may be offered by Hudl or by third parties through the Services.
- 1.2.7 **"Registered User"** – an individual browsing, using, or accessing the Services while logged into their Hudl Account.

1.3 Minors and Children. If you have not reached the legal age of majority in your jurisdiction (typically 18 or older, though this may vary based on local law), you are a **"Minor"** under these Terms. If you are a Minor under the age of 13, you are also considered a **"Child"** under these Terms. A Minor's use of the Services may be subject to automated feature restrictions or parental consent requirements based on these specific age tiers, as described in Section 8. If you are a Minor, you are required to have your Parent review and accept these Terms with you before you visit, access, or use the Services. By accepting these Terms on behalf of their Minor, the Parent agrees to these Terms on their own behalf and on behalf of the Minor, and is individually responsible for the use of the Services by that Minor to the extent permitted by applicable law. Depending on the Minor's age, a Minor's Hudl Account may be restricted to a limited experience until a Parent provides express consent for access to additional features through the Services and completes any required verification flows described in Section 8. Notwithstanding the foregoing, in certain jurisdictions, applicable law may explicitly permit a Minor to provide their own legal consent, in which cases Hudl will comply with local law.

2. Accounts.

2.1 Structure of Accounts and Team Spaces.

- 2.1.1 A **"Hudl Account"** (or **"Account"**) represents your individual authorization to log into and use the Services, serves as your unique identity on the Services, and represents your legal relationship with Hudl. Your Hudl Account is individual to you. Subject to these Terms, your Hudl Account and User Content (except Customer Content, as defined in Section 4.1) are owned and controlled by you, subject to any Customer rights in Team Spaces and Customer Content, and remain your responsibility regardless of any affiliation with a Customer.
- 2.1.2 A **"Team Space"** means the portion of the Services managed and administered by a Customer for Customer Use, through which its sports or organization operations and team activities are conducted, including the uploading and management of game film, roster data, playbooks, telestrations, game analysis, and other team resources. As an Authorized User, you may be invited by a Customer to join that Customer's Team Space for Customer Use. A User can be a member of or affiliated with any number of Team Spaces.
- 2.1.3 As between you and the Customer, the Customer has ultimate administrative control over its Team Space and its Customer Content. One of Customer's Authorized Users (likely an athletic director or coach) must be designated as the owner of the Team Space, granting that person the right to manage User access to the Team Space. A Team Space may have multiple owners, but it must always have at least one User's Hudl Account designated as an active owner to ensure administrative accountability.

2.2 Hudl Account Eligibility and Registration.

- 2.2.1 To use the Services, you agree that: (a) you will only have one Hudl Account, which must be in your own name; (b) if you are a Minor, your account may be restricted to an age-appropriate limited experience under Section 1.3, which, particularly if you are a Child, may require a Parent to complete the verification and consent process detailed in Section 8; and (c) you are not restricted by Hudl from using the Services for any reason.
- 2.2.2 If you do not already have a Hudl Account, you may be required to create one in order to access certain Services. You may be required to provide Hudl with certain information, like an email address and password, to create your Hudl Account. You are responsible for providing Hudl with correct, current, and complete information and maintaining the accuracy of such information. Hudl reserves the right to verify the accuracy, correctness and completeness of provided information.

2.3 Account Security and Responsibility.

- 2.3.1 You are individually responsible for maintaining your personal login security and for the usage of your individual Hudl Account. To maintain this security, you agree to: (a) protect against wrongful and/or unauthorized access to your Hudl Account (e.g., use a strong password and keep it confidential); (b) not share or transfer your Hudl Account or any part of it; and (c) follow applicable law, these Terms, including Section 3 below, and the AUP. You are responsible for anything that happens through your Hudl Account,

and you agree to immediately notify Hudl of any unauthorized use of your passwords or other security breaches related to your credentials. Hudl is not responsible for any loss of access to your Hudl Account resulting from the termination or restriction of a third-party email service.

- 2.3.2 Please note that when you are engaging in Customer Use within a Team Space, your access and use are further governed by the applicable Hudl Agreement. The applicable Customer is separately responsible under that agreement for provisioning, managing, and monitoring overall access to the Services for its Authorized Users. If your access was provided by a Customer for your work or participation with them, that Customer has the right to control access to and get reports on your use of those Services, but they do not have rights to your underlying Hudl Account. Additionally, you acknowledge that a Customer may enforce its own internal team terms or agreements (such as an athletic code of conduct); while these Terms represent your agreement with Hudl, those third-party rules govern your direct relationship with the organization.

3. Acceptable Use and User Conduct.

- 3.1 Acceptable Use Policy.** As stated in the preamble, you agree to comply with the AUP. Any violation of the AUP is a material breach of these Terms and may result in suspension or termination of access to the Services.

- 3.2 User Conduct.** In addition to the behaviors prohibited by the AUP, you agree that while using or accessing the Services, you will not:

- 3.2.1 Post, upload, publish, submit, or transmit any Content that: (a) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) is fraudulent, false, misleading, or deceptive; (d) is defamatory, obscene, pornographic, vulgar, or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (f) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (g) promotes illegal or harmful activities or substances.
- 3.2.2 Provide fraudulent, false, or misleading information.
- 3.2.3 Use the Services for any unauthorized commercial purpose, including the resale of Content or the unauthorized distribution of livestreams or broadcasts.
- 3.2.4 Breach or circumvent any contractual or other legal agreement you have with a third party by using the Services.
- 3.2.5 Engage in any activity that interferes with another party's use of the Services or attempt to gain unauthorized access to Hudl's systems.
- 3.2.6 Violate any applicable law or regulation in connection with your access to or use of the Services, including privacy laws, intellectual property laws, anti-spam laws, export control or sanctions laws, laws governing User Content, and other applicable laws and regulatory requirements.
- 3.2.7 Access or use the Services from any country or region subject to a comprehensive U.S. embargo or where prohibited by applicable export control or sanctions laws.
- 3.2.8 Use any automated means, including bots, scrapers, crawlers, or artificial intelligence tools, to access, collect, or extract data from the Services, or use any Hudl Content or data from the Services to train, fine-tune, or develop any machine learning or artificial intelligence model, except as provided in Section 11 or as Hudl may otherwise expressly permit in writing.
- 3.2.9 Access or use the Services in any way not expressly permitted by these Terms.

- 3.3 Enforcement and Monitoring.** While Hudl is not obligated to monitor all Content, we reserve the right to review, edit, or remove any Content, including User Content, at our sole discretion if we believe it violates these Terms or the AUP. Hudl may also cooperate with law enforcement authorities or third parties to investigate or prosecute users who violate the law or these Terms, which may include the disclosure of your Hudl Account information, as described in our Privacy Policy or the AUP.

- 3.4 Reservations by Hudl.** Hudl reserves the right to limit your use of the Services, including your ability to join teams, your ability to connect with other Users, and your "**Actions**", meaning your interactive behaviors on the Services (such as likes, comments, follows, shares, and content views), all of which may be visible to other Users. Hudl reserves the right to restrict, suspend, or terminate your Hudl Account if you breach these Terms, the AUP,

or applicable law, or misuse the Services. To the extent legally permissible, we may remove or restrict access to content, features, services, or information if we believe doing so is reasonably necessary to avoid harm to us or others, laws have been violated, or such restriction is reasonably necessary to prevent misuse of our Services.

4. Content.

4.1 Scope and Categories of Content. For purposes of these Terms, "**Content**" means text, data, images, photographs, video, graphics, designs, software, features, or other information or materials. Content available on or through the Services is divided into three distinct categories:

- 4.1.1 **"User Content"** – any Content that you create using the Services or upload, post, or submit to the Services when using the Services for Personal Use, including profile information, physical or academic metrics, photographs, videos, Actions, and Highlights you create in your Role of an Athlete or Parent. Any information provided as part of the Hudl Account creation process is not User Content.
- 4.1.2 **"Customer Content"** – any Content that a Customer, or an Authorized User for a Customer using the Services for Customer Use, creates, generates, or compiles using the Services in or through a Team Space or uploads to or posts on the Services in a Team Space, including Public Game Video, roster and team data, playbooks, opponent scouting materials, practice recordings, telestrations and other markups applied to film, team statistics and reports, Highlights created by or for the Customer, and similar institutional materials. Customer Content includes these materials whether produced directly or on the Customer's behalf through the Services when used for Customer Use, and regardless of which individual uploaded or created them. **"Public Game Video"** means footage, video and video clips from any public sports competitions or games and any other footage, video and video clips, which in any case is designated as game video or scout video by a Customer in the Services, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and all others appearing in the Public Game Video. Public Game Video includes all graphics, advertisements, statistics, and data associated therewith or added thereto.
- 4.1.3 **"Hudl Content"** – any content, data, information, or materials that Hudl creates, owns, or licenses and makes available to Users through the Services, including text, graphics, logos, button icons, images, audio clips, video, digital downloads, data compilations, software, training materials, and editorial or instructional content.

4.2 Classifying Content. When you are using the Services as part of a team (for example, tagging or reviewing game film, drawing up plays, or uploading film, rosters, scouting materials, messaging teammates, or commenting on game film) what you produce is Customer Content, because you are contributing to the Customer's operations for Customer Use. When you are doing something for yourself, such as building your Athlete Profile or creating Highlights as an Athlete or Parent, what you create is User Content, even if you are on a team at the same time. The Customer's game film stays the Customer's; but when you pull clips from it and splice, edit, and arrange them into your own Highlight through the Services, that Highlight is yours as User Content, and your use of the Customer's underlying film is covered by the licenses in Section 5.

4.3 Content Ownership. Each category of Content defined in Section 4.1 is owned as set out below, subject in each case to the licenses granted in Section 5.

- 4.3.1 **You own User Content.** Hudl does not claim ownership of User Content, and no license granted in these Terms transfers ownership of User Content to Hudl or to any Customer. You are solely responsible for User Content and for any harm that may result from it. Hudl is not responsible for any public display or misuse of User Content. Hudl has the right to refuse or remove any User Content that, in our sole discretion, violates any applicable laws, these Terms, the AUP, or any other Hudl terms or policies. You represent and warrant that, for all Content you provide to the Services (whether User Content or Customer Content you upload as an Authorized User) you have all rights, licenses, and consents necessary to provide it (including, for Customer Content, authorization from the applicable Customer) and to grant the licenses in Section 5; that the Content does not infringe or violate any third-party right or applicable law; and that you have obtained any consent required from individuals appearing in it, and, for a Minor, from the Minor's Parent.
- 4.3.2 **The Customer owns Customer Content.** Customer Content is subject to the Hudl Agreement applicable to such Content. Your access to Customer Content is provided solely at the Customer's discretion and may be revoked at any time by the Customer, or by Hudl in accordance with Customer's Hudl Agreement

or if Hudl believes you have violated these Terms or the AUP. You do not acquire any ownership interest in Customer Content by accessing a Team Space or by virtue of your affiliation with, or contributions to, a Customer or the Customer's Team Space. If you are granted access to a Team Space, you may use Customer Content only as the Customer and the Services permit and only for Customer Use, except as provided for Highlights in Section 5.4.

- 4.3.3 **Hudl owns Hudl Content.** Hudl reserves all intellectual property rights in the Services and all other rights not expressly granted to you by these Terms. Hudl Content is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws. You agree not to remove, alter, or obscure any proprietary rights notices in or accompanying Hudl Content. Hudl's trademarks, including Hudl, Inc., Hudl, the Hudl logo, and all related names, logos, product and service names, designs, and slogans, may not be used without Hudl's prior written permission. Third-party trademarks and logos shown on the Services belong to their respective owners and do not imply Hudl's affiliation with or endorsement of those parties, or that party's sponsorship or endorsement of Hudl or the Services.

4.4. Public and Private User Content.

- 4.4.1 User Content may be designated as public or private based on your privacy settings and the Services you use. By default, User Content associated with your Hudl Account that you have not shared (such as with a team you are affiliated with or through Hudl's recruiting features) or that you or a Customer have not made publicly available either through the Services or otherwise and is not in the public domain is treated as private ("**Private User Content**"). Hudl will treat Private User Content as confidential and will not make it publicly accessible without your consent, except as required by applicable law or as otherwise described in these Terms or our Privacy Policy. Private User Content does not include any Public Content or any User Content where the nature of a feature in the Services includes making your User Content public. "**Public Content**" includes Highlights, your Athlete Profile, Actions, and Public Game Video. Certain Services may require you to grant Hudl or third parties additional rights to Private User Content, which Hudl will describe at the time you enable or use those features or in the applicable terms. Hudl may be compelled by law to disclose private User Content and will provide notice of such disclosure unless prohibited by applicable law, required for automated scanning in connection with service integrity, or in response to a security threat. Excepted as provided in these Terms, User Content that you have shared with third parties (e.g., coaches, teammates, recruiters, and others) via the Services or have published publicly through the Services or otherwise or is in the public domain, as well as Highlights and your Athlete Profile, is treated as public User Content ("**Public User Content**") and is not confidential.
- 4.4.2 For Users who are Children, User Content is private by default and public sharing features are disabled by default. For Users who are Minors aged 13 to 17, certain public sharing or recruiting features may be unavailable until parental consent has been obtained in accordance with Section 8.
- 4.4.3 By publishing or sharing User Content to public-facing areas of the Services (such as your public Athlete Profile, Highlights on your feed, or taking Actions) you acknowledge that: (a) such User Content may be accessible to other users and third parties, including members of the public; (b) other users may view, react, comment on, or share your Public User Content; and (c) you grant Hudl the license described in Section 5.1 with respect to such Public User Content.

- 4.5 **Content Relating to Children.** If User Content includes any data relating to a Child, including information, data, or recordings (audio or video) (collectively, "**Child Data**"), you represent, warrant, and covenant that either (a) you are the Parent of such Child and consent to the use of such Child Data by us and the Services consistent with these Terms, or (b) you have obtained consent from the Parent of such Child for the use of such Child Data by us and the Services consistent with these Terms (and the Hudl Agreement, where applicable) and will provide such proof of consent to Hudl promptly upon request. You are solely responsible for obtaining and maintaining such consents. If a Parent withdraws consent, you will promptly remove, or cause the Customer to promptly remove, the Child Data from the Services. If Hudl receives notice of such withdrawal, Hudl will use reasonable efforts to assist with removal. If we discover that Child Data was posted to the Services without the required consent, we may remove it from the Services. Your failure to obtain or maintain consent as required by this Section 4.5 is a material breach of these Terms.

5. Licenses.

- 5.1 User Grants to Hudl.** You grant Hudl and its successors and assigns a worldwide, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable (through multiple tiers) license to host, store, cache, reproduce, modify, adapt, translate, create derivative works from, publish, publicly perform, publicly display, transmit, distribute, and otherwise use User Content, including any Intellectual Property Rights in it, in any media now known or later developed, and by any technologies now known or later developed. For Private User Content, this license is limited to providing, maintaining, supporting, and improving the Services. This license terminates when you remove Private User Content from the Services, except that (a) Hudl may retain copies as required by law and for business continuity and (b) Hudl may continue to use Private User Content to develop and improve the Services. For Public User Content, this license is granted for any purpose, is perpetual and irrevocable, and survives termination of your Hudl Account or removal of the Content. To the extent you hold or retain any rights in Customer Content or any other Content on the Services that is not Private User Content, you grant Hudl and its successors and assigns a worldwide, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable (through multiple tiers) license to host, store, cache, reproduce, modify, adapt, translate, create derivative works from, publish, publicly perform, publicly display, transmit, distribute, and otherwise use such Customer Content, including any Intellectual Property Rights in it, in any media now known or later developed, and by any technologies now known or later developed for any purpose. This license is in addition to the rights the Customer grants Hudl under its Hudl Agreement and does not terminate when your affiliation with the Customer ends. **“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.
- 5.2 User Grants to Customer.** User Content is subject to different licenses depending on how and where the Content is created, shared, or incorporated. The licenses set forth below govern your grants to Customers and apply only to User Content. These licenses are not mutually exclusive; a single piece of Content may be subject to more than one license. In all cases, your grant to a Customer under any of the licenses in this Section 5.2 does not transfer ownership of User Content. Content you create within a Team Space is Customer Content, governed by Section 4.3.2.
- 5.2.1 Sharing User Content with a Customer.** By joining a Customer’s team or roster, you authorize and direct Hudl to share with that Customer your User Content, including your Private User Content, and you grant that Customer a non-exclusive, worldwide, royalty-free license to use, access, host, cache, store, reproduce, transmit, display, perform, publish, distribute, modify, and create derivative works from that User Content. This license is perpetual and irrevocable. This license enables the Customer to use that User Content for Customer Use, including team management, coaching, analysis, and other activities related to your participation in the Customer’s athletic program, and other purposes as determined by the Customer. You understand that the Customer’s use of User Content is subject to the Customer’s own policies and you agree to release Hudl from any liability related to the Customer’s use of User Content. Upon termination of your Customer affiliation within the Services (i.e., you are no longer an Authorized User of such Customer), your User Content will no longer be shared with such Customer via the Services; provided that such termination is prospective only and does not affect the Customer’s right to continue using any User Content that was shared, accessed, or incorporated into Customer Content prior to termination of your affiliation.
- 5.2.2 Blended and Incorporated Content.** Where a Customer incorporates User Content into Customer Content (for example, by annotating, combining, or deriving materials from User Content), the Customer holds a perpetual license to use User Content, even after your affiliation with the Customer ends. This ensures continuity of the Customer’s records, including game film, telestrations, notes, and other materials that contain User Content. This license does not affect your ownership of User Content.
- 5.3 Hudl’s Grant to You.** Subject to your compliance with these Terms and any applicable Hudl Agreement, Hudl grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to: (a) access and use the Services solely for their intended purposes based on your Role; and (b) download, view, and copy certain Content available on the Services solely for your permitted personal, non-commercial use. This license does not grant you any ownership interest in the Hudl Site, Services, Hudl Content, Hudl AI, or any technical metadata, performance logs, usage metrics, system data, or other data automatically generated by Hudl in connection with

your or any User's interaction with the Services ("**Usage Data**"). As between you and Hudl, Hudl owns and retains all rights in Usage Data and may use Usage Data to provide, maintain, secure, analyze, develop, and improve the Services.

- 5.4 Highlights Licenses.** A "**Highlight**" is a clip, compilation, or edited video created from game footage or other video content using the Services, often by selecting clips and adding music, graphics, text, filters, effects, telestrations, overlays, and other creative elements. Highlights that are User Content remain available to you; the underlying game film remains the Customer's, and you may not export it or any full game recording. You may not use any Highlight that incorporates Customer Content for any paid or commercial name, image, and likeness arrangement, endorsement, sponsorship, or other commercial purpose. Content you create entirely from your own materials, with no Customer Content in it, is not subject to this restriction.
- 5.5 Moral Rights.** To the extent permitted by applicable law, you waive any moral rights to User Content, including the rights of integrity and attribution and agree not to assert them against us or Customers to which you have granted licenses under these Terms, solely to enable Hudl and such Customers to reasonably exercise the rights granted in this Section 5, but not otherwise. To the extent such waiver is not enforceable under applicable law, you grant Hudl and such Customers an unconditional, irrevocable license to use User Content without attribution and to make reasonable adaptations of User Content as necessary to render the Services.
- 5.6 Feedback.** If you choose to provide any feedback, comments, or suggestions for improvements to the Services ("**Feedback**"), you hereby grant Hudl a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, transferable, and sublicensable license to use, disclose, reproduce, modify, license, distribute, create derivative works of, and otherwise exploit such Feedback for any purpose, without restriction, notice, attribution, or compensation to you. This license survives any termination of your Hudl Account, these Terms, or your affiliation with a Customer.

6. Joining Teams and Team Spaces.

- 6.1 Joining a Team or Roster.** By joining a Customer's team or roster and entering a Team Space, you become an Authorized User of that Customer. This action serves as the legal trigger that immediately grants that Customer the licenses set forth in Section 5.2, and subjects your ongoing Customer Use to the Customer's separate Hudl Agreement (and any separate agreements or policies you may be subject to pursuant to your separate relationship with Customer). While acting as an Authorized User, any information or Customer Content you manage or create within the Team Space may be overseen by the Customer according to its own privacy policy and rules. Any User Content that you authorize to be shared with a Customer, including User Content shared as a result of joining a Customer's team or roster under this Section 6.1, is also subject to Customer's own privacy policies and rules.
- 6.2 Activity Monitoring.** When you join a Customer's team or roster, administrators for the Customer (for example, your coach or athletic director) may view certain activity associated with your use of their Team Space, such as whether and how much you have engaged with team materials (for example, time spent watching assigned game film). This visibility is limited to activity relating to your participation in the Customer's athletic program and does not extend to your Hudl Account activity outside of that specific Team Space.
- 6.3 Athlete Role and Personal Capacity.** When you engage in the Services for your own Personal Use as an Athlete (such as building your Athlete Profile, opting-in to Recruit, or creating Highlights, where such features are available to you), you are acting in your individual capacity, as described in Section 4.2, and such Content is not considered Customer Content owned by the team. These personal features are not managed by your Customer under the Hudl Agreement, and the Customer does not own or control your individual Hudl Account or User Content, although the Customer may hold a license to certain User Content from you under these Terms as set forth in Section 5.2.
- 6.4 Leaving a Team or Team Space.** Either you or the Customer may terminate your team affiliation at any time through account settings. Upon termination, you will immediately lose access to that Team Space and any private Customer Content; however, you will retain your individual Hudl Account, your independent User Content, and, for Athletes, your historical athletic record. Terminating an affiliation does not delete your Hudl Account. While you will lose access to the specific copies of files maintained inside the Team Space, this does not affect your baseline ownership of User Content. You may continue to retain, export, or publish your own copies within your personal Hudl Account (such as on your Athlete Profile) under Section 5.1, and your Highlights remain protected under Section 5.4. Legally, the Customer retains the right to keep and use any materials or Customer Content you created or contributed to while affiliated, under the licenses set out in Section 5.2. Following termination, Hudl

will prospectively cease sharing further User Content with that Customer, but this does not affect rights to content previously shared or incorporated.

- 6.5 Relationship and Disputes.** Your relationship with a Customer is separate from your relationship with Hudl. Hudl is not a party to any agreements, team policies, or internal disputes between you and the Customer. Any disputes between you and Customer regarding Customer Content, including ownership of such Content, are between you and Customer.

7. Additional Terms and Services.

- 7.1 Athlete Profiles.** As an Athlete, you may have an “**Athlete Profile**”, which is your public-facing profile webpage hosted on the Services, where you can document your athletic journey and facilitate discovery by recruiters, Fans, and other Users.
- 7.2 Highlights.** The Services provide tools for certain Users (i.e., Athletes and Parents) and Customers to create Highlights. You may create Highlights using Content available to you through the Services, subject to any restrictions imposed by a Customer, the Services, or these Terms. A Highlight is considered a new work owned by whoever creates it, and is classified as User Content or Customer Content as described in Section 4.2. Appearing in a Highlight or other Content does not give you ownership of the underlying footage. The specific licenses that grant you the legal right to keep, use, and share Highlights that you create as an Athlete or Parent (including, for a Parent, Highlights you create of your Minor) are detailed in Section 5.4.
- 7.3 Athlete Recruiting.** As an Athlete, through the Services, you may elect to share User Content with recruiters (“**Recruit**”), as further described in these Terms, the Services, and the Privacy Policy. If you opt in to Recruit, you are directing Hudl to provide User Content to recruiters via Hudl's Recruit product. Recruit may only be available to you if: (a) a Customer you are affiliated with makes it available to you; (b) for certain Minor accounts, your Parent consents to your use of Recruit; (c) you are age 13 or older; and (d) you individually opt-in to Recruit through your Hudl Account. You, or your Parent for Minors, may opt out of Recruit at any time through your account settings or as described in our Privacy Policy. Upon opt-out, Hudl will cease sharing further User Content with recruiters, provided that such opt-out is prospective only and does not require deletion of User Content previously downloaded by recruiters.
- 7.4 Hudl Fan.** The Services may include fan-related features and functionality (“**Fan Services**”). Fan Services may let you purchase event tickets and other items, watch livestreams of games and events, and donate to or purchase items from team fundraisers. Your purchase, possession, or use of any event tickets, passes, or league passes is subject to the supplemental product terms governing event ticketing, available at <https://www.hudl.com/terms/tickets> (the “**Ticket Purchase Terms**”). Your purchase, viewing, or subscription to livestreams or broadcasts is subject to the supplemental product terms governing video broadcast subscriptions and livestream viewing, available at www.hudl.com/terms/viewer (the “**Viewer Terms**”). Your donation, or purchase of coupon books or other fundraising items, is subject to the supplemental product terms governing fundraising, available at <https://www.hudl.com/terms/fundraising> (the “**Fundraising Purchase Terms**”). The Ticket Purchase Terms, Viewer Terms, and Fundraising Purchase Terms are incorporated into these Terms by reference. You acknowledge that Fan Services are provided for personal, non-commercial use, and Hudl reserves the right to modify or discontinue any Fan Service features at any time at its sole discretion without notice or liability. If you watch or purchase streamed or archived game video Content, you agree that we may share your name, email address, how you logged in, and details about the particular Content you viewed or purchased with the Customer that provided such Content. If you purchase tickets to an event or items related to an event from a Customer, you agree that we may share your name, email address, and the number and type of tickets and related items you have purchased with the Customer offering the event. For any Fan Services, you agree that we can share any support inquiries you have made related to such services with the Customer offering the related item through the Services.
- 7.5 Registrations.** The Services may include Registration tools (“**Registrations**”) that allow you to register yourself or your Minor (where you are a Parent) for Programs, as defined in the Registration Terms. If you use or access Registrations, you are subject to the supplemental product terms governing Program registrations available at www.hudl.com/terms/registrations (the “**Registration Terms**”). The Registration Terms are incorporated into these Terms by reference. Hudl acts solely as a platform provider for Registrations; any disputes regarding Program attendance, refunds, or the conduct of the Program itself are strictly between you and the Program Host (as defined in the Registration Terms).

- 7.6 Learning Tools and Training.** Hudl may offer access to educational content, training programs, or academic resources (e.g., Hudl Academy or specialized coaching clinics). These materials are provided for your personal, non-commercial use and are licensed, not sold, to you. All right, title, and interest in these learning tools remain with Hudl or its licensors. You are prohibited from recording, downloading (unless explicitly permitted), reselling, or sharing access to these materials with unauthorized third parties. Hudl reserves the right to modify, update, or discontinue any learning tools at its sole discretion.
- 7.7 Pilot Services.** You may access and use certain features designated as "alpha," "beta," "early access," "preview," "pilot," or similar designation (each, a "**Pilot Service**"). You must comply with all specific terms provided for any Pilot Service. Hudl may modify, suspend, or terminate your access to any Pilot Service at any time. Your use of a Pilot Service will automatically terminate upon the release of a generally available version or upon notice from Hudl. All Pilot Services are provided "AS IS" and remain subject to the specific disclaimers set forth in Section 14 without any warranty.
- 7.8 Storage and Archiving.** Hudl does not function as a permanent data storage or backup solution. You are solely responsible for maintaining independent, offline copies of User Content that you wish to preserve. You acknowledge that Customers may have their own data retention and storage policies as set forth in the Hudl Agreement, which may dictate how long certain Content remains accessible to you inside a Team Space. Hudl reserves the right to implement storage limits, including restrictions on file size, resolution, or the duration of time User Content remains accessible on the Services. You acknowledge and agree that Hudl is not liable for any loss, deletion, corruption, or failure to store User Content, regardless of the cause, subject to the exclusions in Section 14.4. Upon the termination of a Hudl Account or an affiliation with a Customer, Hudl may, at its discretion and without notice, delete any associated User Content.
- 7.9 New Products and Services.** Hudl may, from time to time, introduce new products, features, or functionalities within the Services (each, a "**New Product**"). Your use of any New Product may be subject to additional terms, click-through agreements, or supplemental policies specific to that New Product ("**Supplemental Product Terms**"). By accessing or using a New Product, you agree to be bound by the applicable Supplemental Product Terms, which are hereby incorporated into these Terms by reference. In the event of a conflict between these Terms and any Supplemental Product Terms, the Supplemental Product Terms will govern your use of the specific New Product. Hudl reserves the right to modify, suspend, or discontinue any New Product or any other Services at its sole discretion at any time and without liability.

8. Parents.

- 8.1 Parent Connections.** The Services may include features that allow a Parent to link their Hudl Account to their Minor's Hudl Account (a "**Parent Connection**"), to access parent-specific functionality. A Hudl Account may hold multiple Roles (such as a Parent and a coach). By establishing, initiating, or accepting a Parent Connection, or providing consent for a Minor as described in this Section 8, you represent and warrant that you are the parent or legal guardian of that Minor. To establish a link, both the Parent and the Minor must accept the connection through the Services. A connection may be initiated by the Parent, by the Minor, by a coach or administrator, or through a Registration or consent flow, but in each case requires acceptance by both parties before the link is established. Customer's coach or administrator may view which Parents are connected to Athletes on their teams, and may manage or restrict a connected Parent's access to certain team features (such as practice schedules, messaging, or other team communications). Privacy settings on Customer Content apply to connected Parents.
- 8.2 Parental Consent for Minors.** Depending on age, location, and applicable law, certain features may not be available to a Minor until their Parent provides consent. Providing parental consent does not require a Hudl Account; a Parent who wishes to create a Hudl Account may do so, but account creation is not a prerequisite for providing or withholding consent. A Parent is never required to provide consent for optional features. If no consent is provided and no Parent requests deletion of the Minor's Hudl Account, the Minor's Hudl Account will remain in its default state. If a Parent requests deletion of the Minor's Hudl Account, Hudl will delete the Minor's Hudl Account and associated data as described in the Privacy Policy and Section 17. Certain features require separate consents, and the default state of those features may differ for Children (under 13) and Minors, as further described in the applicable consent process and the Privacy Policy.
- 8.3 Age Verification.** With respect to certain Services, you may be required to verify that you have reached the age of majority in your jurisdiction ("**Age Verification Service**"). An Age Verification Service is an Integrated Third-Party Service. When providing parental consent, as described in the applicable consent process, you may be required

to use an Age Verification Service. You agree that Hudl may share your email address with the Age Verification Service to initiate this process.

- 8.3.1 To confirm your adult status, you may be required to provide the Age Verification Service with personal information in addition to your email address, such as your name, date of birth, mailing address, credit or debit card information, a personal identity number (such as certain digits of your US social security number), cell phone number, or other identification documents. The Age Verification Service will use this information according to its own terms and privacy policy.
- 8.3.2 Once the Age Verification Service confirms your adult status, you will be directed to complete the consent process. By providing consent (whether for specific features or categories of features, as applicable), you agree to these Terms on behalf of the Minor and authorize the Minor to use the applicable Services. It is a material violation of these Terms to provide incomplete, false, or fraudulent information to the Age Verification Service or to Hudl in connection with the consent process. These Terms apply to your access to and use of the Age Verification Service. By using the parent/guardian consent process, if made available to you, you represent and warrant that you have reached the age of majority in your jurisdiction and are the parent/guardian of the Minor for whom you are giving consent through the Services.
- 8.3.3 You acknowledge that the Age Verification Service is owned and operated by a third party that is not affiliated with Hudl. Hudl is not responsible or liable to you or any third-party with respect to the Age Verification Service, or the functionality or availability of the Age Verification Service. Hudl makes no representation or warranty with respect to the Age Verification Service, and Hudl expressly disclaims all liability for any damages, losses, or claims arising from or related to the acts, omissions, data security incidents, or any other conduct of the Age Verification Service.

8.4 Parental Rights and Account Management. As a Parent, you retain ongoing control over your Minor's use of the Services. You may change or withdraw consent at any time. You may request deletion of your Minor's Hudl Account and associated data at any time. To exercise any of these rights, you may utilize the management preferences within your Hudl Account settings (where available) or contact Hudl support directly. If you request account deletion or revoke consent, Hudl will process the request in accordance with our Privacy Policy and Section 17. You may contact Hudl support at any time with questions or requests regarding your Minor's account.

9. Payments and Refunds.

- 9.1 By providing your credit or debit card information (or other payment method allowed by Hudl from time to time) ("**Payment Method**") during the checkout process, you authorize Hudl and/or Hudl's third-party payment processor ("**Payment Processor**") to store your Payment Method and to charge your Payment Method for the purchase amount and any Fees and applicable taxes. Unless otherwise indicated, all amounts will be paid in U.S. dollars and are due as set forth in these Terms. As of the last Updated date shown at the end of these Terms, Hudl's Payment Processor is Stripe, Inc ("**Stripe**"). You agree that the processing of your Payment Method and related information is subject to Stripe's terms and conditions at <https://stripe.com/legal> and privacy policy at <https://stripe.com/privacy>. Hudl may change Payment Processors at any time.
- 9.2 You represent and warrant to Hudl that (a) the Payment Method and related information you supply to Hudl or the Payment Processor are true, correct, and complete and (b) you are duly authorized to use such Payment Method for your purchase. You agree to promptly notify Hudl if your Payment Method is canceled (e.g., for loss, theft, or expiration) or if you become aware of a potential breach of security regarding your Payment Method. Purchases made through the Services may be subject to various fees as displayed during the checkout process (collectively "**Fees**"). Tax is collected as required by federal, state, and/or local law and may be displayed separately or included in the total order amount, as required by applicable law.
- 9.3 You are responsible for confirming the accuracy of your selection before making any purchases through the Services. Once purchased, you cannot change or cancel your order. **UNLESS OTHERWISE INDICATED OR REQUIRED BY APPLICABLE LAW, ALL SALES ARE FINAL AND NON-REFUNDABLE.** Hudl, in its sole discretion, may provide you a full or partial refund, discount, or credit; the amount and form of such refund, discount, or credit shall also be in Hudl's sole discretion (including how discounts or credits may be used and any expiration dates). Hudl's decision in one instance does not guarantee the same response for future similar instances, nor is Hudl obligated to provide you with the same decision in the future. To the extent applicable law requires a refund right that cannot be waived, only the minimum refund rights required by such law will apply.

10. Third-Party Sites and Services.

Hudl
www.hudl.com
600 P. Street, Suite 400
Lincoln, NE 68508

- 10.1 Third-Party Services.** The Services include and integrate with Third-Party Services. The Services may integrate with third-party service providers, including, for example, Payment Processors, authentication providers, and the Age Verification Service ("**Third-Party Services**"). Hudl may add or remove Third-Party Services from time to time in its sole discretion. **HUDL IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO THIRD-PARTY SERVICES, OR THE FUNCTIONALITY OR AVAILABILITY OF ANY THIRD-PARTY SERVICES. HUDL MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THIRD-PARTY SERVICES, AND HUDL EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR RELATED TO THE ACTS, OMISSIONS, DATA SECURITY INCIDENTS, OR ANY OTHER CONDUCT OF THE THIRD-PARTY SERVICES.** Your use of Third-Party Services is solely governed by such third party's terms of use and privacy policy, except as otherwise provided herein.
- 10.2 Integrated Third-Party Services.** An "**Integrated Third-Party Service**" means a Third-Party Service that is embedded in, or made available to you within, the Services (rather than one you visit separately), and that Hudl identifies as an Integrated Third-Party Service, whether in these Terms or in applicable Supplemental Product Terms. With respect to Integrated Third-Party Services, you agree that you are subject to these Terms as well as the applicable Integrated Third-Party Service's terms of use and privacy policy. These Terms govern your use of the Services, and the Integrated Third-Party Service's terms and privacy policy govern your relationship with that third party; in the event of a conflict regarding your use of the Services, these Terms control to the extent of the conflict. For clarity, an Integrated Third-Party Service remains a Third-Party Service, and Hudl's disclaimers and limitations in Section 10.1 and Section 14 continue to apply to the acts, omissions, functionality, and availability of that third party.
- 10.2 Third-Party Sites.** The Hudl Site contains links to websites not operated or maintained by Hudl. These links are provided solely as a convenience to you and not as an endorsement by Hudl of the contents of such third-party websites. Hudl is not responsible for the content of the sites of others and makes no representation regarding the content or accuracy of materials on such sites. If you decide to access linked third-party websites, you do so at your own risk, and waive any and all claims against Hudl regarding the inclusion of links to outside websites or your use of those websites. By using functionality available on the Services that facilitates livestreaming through YouTube, you acknowledge and agree that you are also agreeing to be bound by YouTube's Terms of Service, available at <https://www.youtube.com/t/terms>.

11. Hudl AI.

- 11.1 Generally.** By using the Services, you may interact with features that utilize generative artificial intelligence to automate content generation (collectively, "**Hudl AI**"). Hudl AI may be powered, in whole or in part, by Third-Party Services, and your use of such features is subject to the applicable terms of those Third-Party Services. You acknowledge that content generated by Hudl AI might be inaccurate, incomplete, delayed, misleading, or otherwise unsuitable for your specific purposes. You are individually responsible for reviewing all content generated by Hudl AI before using, relying upon, or sharing it, and for ensuring it complies with these Terms and the AUP. Hudl makes no representations or warranties regarding the accuracy, reliability, or suitability of any content generated by Hudl AI and expressly disclaims all liability arising from your reliance on such content.
- 11.2 Prompts and Outputs.** The Services may include features that allow you to input data, video, or text into Hudl AI ("**Prompts**") and receive results generated by Hudl AI ("**Outputs**"). As between you and Hudl, to the extent permitted by applicable law, Prompts are treated as User Content and remain subject to the global licenses granted to Hudl under Section 5.1. You retain ownership of any Outputs to the extent you acquire intellectual property rights therein under applicable law, subject to any underlying Hudl or third-party intellectual property rights in the Services, Hudl AI, and any pre-existing materials incorporated into those Outputs. You acknowledge and agree that Outputs generated for you may be structurally similar or identical to outputs generated for other Users of the Services.
- 11.3 Model Training and Ownership.** In accordance with applicable law and our Privacy Policy, and subject to any privacy choices, account settings, or opt-out mechanisms made available to you within the Services, you acknowledge that Hudl may use User Content (including Prompts and Outputs) to train, tune, evaluate, and improve Hudl AI and its underlying machine learning models. This includes the right to develop, fine-tune, and create derivative works of Hudl's proprietary models. Hudl owns all right, title, and interest in and to its proprietary models and any improvements, enhancements, or derivative works thereof, including any models trained or improved using your User Content; provided that such ownership does not extend to the User Content itself. For the avoidance of doubt, where a Prompt is submitted by an Authorized User engaged in Customer Use and incorporates underlying Customer Content (such as team game film), Hudl's right to utilize such Customer

Content for model training purposes remains strictly governed by the applicable Customer's separate Hudl Agreement.

12. Privacy.

- 12.1** By using the Services, you acknowledge that you have read and understood our Privacy Policy, which describes how we collect, use, and share your personal information. Your use of certain Services may also be subject to product-specific privacy disclosures presented within the Services. You further acknowledge and agree that Hudl and its providers collect and use cookies and similar technologies, as described in the Privacy Policy. By using the Services, you agree to such use of cookies and similar technologies.

13. Mobile App Terms.

- 13.1 Device and Connectivity Requirements.** You are solely responsible for providing the compatible mobile device, wireless service plan, software, internet connections, and any other equipment necessary to download, install, and use any mobile application versions of the Services (the "**App**"). Hudl does not guarantee that the App can be accessed or used on any particular device, with any specific wireless carrier plan, or in any particular geographic location.
- 13.2 Push Messages and Carrier Fees.** As part of the Services, you may receive push notifications, text messages, picture messages, alerts, emails, or other types of messages sent directly to your device in connection with the App ("**Push Messages**"). You have control over your mobile communications and can opt in or out of these Push Messages at any time through the App settings or your mobile device's native operating system controls (with the exception of infrequent, critical service announcements or administrative updates). You acknowledge and agree that your wireless service provider may charge you standard messaging, data, and wireless access fees in connection with your use of the App, including for your receipt of Push Messages. You are solely responsible for any fees, costs, or data expenses you incur by downloading, installing, or using the App.

14. Disclaimer of Warranties and Limitation of Liability.

- 14.1 DISCLAIMER OF WARRANTIES.** THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, INCLUDING PILOT SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUDL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) INCLUDED IN THE SERVICES OR PILOT SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HUDL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SECURITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WITH RESPECT TO THE AGE VERIFICATION SERVICE. HUDL DOES NOT WARRANT THAT THE SERVICES; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING ANY SOFTWARE) INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES; PILOT SERVICES; ITS SERVERS; OR EMAIL SENT FROM HUDL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE EXCLUSION OF WARRANTIES CONTAINED IN THIS SECTION DOES NOT LIMIT YOUR RIGHTS AND REMEDIES UNDER SUCH ACT, INCLUDING THE RIGHT TO MAKE A CLAIM UNDER ANY OF THE STATUTORY WARRANTIES PROVIDED UNDER SECTIONS 34 TO 54 OF SUCH ACT.
- 14.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HUDL'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (\$100) OR (B) THE TOTAL AMOUNTS PAID BY YOU TO HUDL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
- 14.3 CALIFORNIA RESIDENTS.** IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
- 14.4 SPECIFIC EXCLUSIONS.** YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, USE, GOODWILL, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL,

CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF ANY CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICES; (C) ANY MODIFICATION, PRICE CHANGE, SUSPENSION, OR DISCONTINUANCE OF THE SERVICES; (D) THE SERVICES GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICES AVAILABLE; (E) UNAUTHORIZED ACCESS TO OR ALTERATIONS OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (G) ANY OTHER USER INTERACTIONS THAT YOU INPUT OR RECEIVE THROUGH YOUR USE OF THE SERVICES; OR (H) ANY OTHER MATTER RELATING TO THE SERVICES. OUR LIABILITY IS LIMITED WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE WILL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL.

14.5 EXCEPTIONS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. IF YOU ARE A CONSUMER SUBJECT TO THE QUEBEC CONSUMER PROTECTION ACT, THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION DO NOT RELEASE THE SELLER FROM THE CONSEQUENCES OF ITS OWN ACTIONS OR THE ACTIONS OF ITS REPRESENTATIVES.

15. Indemnification and Release of Claims. To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Hudl, and licensors, and content and service providers, and each of the foregoing's respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use and access of the Services, including the Age Verification Service, by you or any person using your Hudl Account credentials; (b) a breach of these Terms; or (c) Content that you shared, provided or uploaded to the Services or created by you through the Services, including any claim that such Content infringes or misappropriates the intellectual property, privacy, publicity, or other proprietary rights of any third party. If you have a dispute with one or more Users or Customers, you agree to release Hudl from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

16. Governing Body Regulations. Hudl is in no way affiliated with, endorsed by or sponsored by any collegiate, professional, or amateur athletic governing body. You are solely responsible for knowing, monitoring, and complying with all applicable rules, regulations, and bylaws of your respective athletic governing body or association (collectively, "**Governing Body Rules**"), including any name, image, and likeness ("**NIL**"), eligibility, reporting, amateurism or similar obligations applicable to your use of the Services. Hudl is not responsible or legally liable if you do not abide by Governing Body Rules in connection with your use of the Services. If you act in violation of the Governing Body Rules, Hudl may take reasonable steps in response, including, but not limited to, termination of your access to and use of the Services and/or reporting of such conduct to the respective governing body, the authorities, or other appropriate entity. Hudl does not knowingly promote any violations of Governing Body Rules.

17. Termination and Survival.

17.1 Termination by You. You may terminate your Hudl Account and your use of the Services at any time by following the account deletion process within your account settings or by contacting Hudl support.

17.2 Termination and Suspension by Hudl. Hudl may, in its sole discretion and without liability, suspend or terminate your access to the Services at any time for any reason, including, if: (a) you breach these Terms, the AUP, or the Hudl Agreement; (b) we suspect unauthorized or fraudulent use of your credentials; (c) your continued use of the Services poses a security or legal risk to Hudl or other users; or (d) as required by applicable law.

17.3 Effect of Termination. Upon termination of your Hudl Account, your right to use the Services ends immediately. If you are an Authorized User, your ability to access that Customer's Team Space and any private Customer Content also terminates immediately. You are responsible for exporting or saving any User Content you wish to preserve prior to termination. While Hudl will delete your Hudl Account and associated personal information in accordance with our Privacy Policy and applicable law, you acknowledge and agree that: (a) any licenses granted to Hudl or a Customer pursuant to these Terms with respect to User Content or Customer Content are perpetual and survive termination to the extent specified herein; (b) any Public User Content shared or distributed prior to termination may remain visible to others; and (c) a Customer may retain access to any Customer Content as described in Section 4.3.2. Hudl will not delete Customer Content or any User Content that has been contractually incorporated into Customer Content.

17.4 Survival. All provisions of these Terms which by their nature should survive termination shall survive termination, including, Sections 4, 5, 9, 11.3, 14, 15, 17.3, 18, 20.

18. General Terms.

- 18.1 Modifications and Interpretation.** Hudl reserves the right to make changes to these Terms at any time without liability to you. To the extent these Terms differ from a prior version you previously agreed to, this version supersedes and governs. Except as otherwise provided below, changes will become effective immediately when Hudl posts the revised version on the Services, or 30 days after posting if you are a resident of Quebec. The "Updated" date at the end of these Terms indicates when they were last revised. Your continued use of our Services after an update means that you consent to the updated Terms. If you object to any changes, you must stop using the Services and close your Hudl Account. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".
- 18.2 Reservation of Rights.** We reserve the right at any time, and from time to time, to modify, suspend, or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice.
- 18.3 Assignment.** Hudl may freely assign, transfer or delegate these Terms or any of its rights, obligations or remedies hereunder (in whole or in part) in its sole discretion, including in connection with a merger, acquisition, corporate restructuring, or sale of all or substantially all of its assets. You may not assign, transfer or delegate these Terms, your Hudl Account, or your right to use the Services to anyone else without Hudl's prior written consent. There are no third-party beneficiaries to these Terms.
- 18.4 Relationship of the Parties.** The parties are independent contractors. No partnership, joint venture, employment, franchise, or agency relationship is created between you and Hudl by these Terms.
- 18.5 Severability and Waiver.** If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable, the court should modify that provision to make it enforceable while achieving its original intent. If modification is not possible, the unenforceable part will be severed and the remainder of these Terms will continue in full force and effect. Hudl's failure to enforce any right or provision in these Terms does not constitute a waiver of that right or any future enforcement of that provision. Any legal waiver must be executed in writing and signed by an authorized representative of Hudl.
- 18.6 Entire Agreement.** These Terms, the AUP, and any product-specific terms contractually incorporated herein by reference (including the Ticket Purchase Terms, Viewer Terms, Registration Terms, Fundraising Purchase Terms, and any Supplemental Product Terms) constitute the sole and entire agreement between you and Hudl regarding the Services, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.
- 18.7 Governing Law and Venue.**
- 18.7.1 General Rule.** By using the Services, you agree that the laws of the state of Nebraska, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that may arise between you and Hudl. Further, the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any dispute between you and Hudl. Except as otherwise provided in Section 20, any dispute relating in any way to your use of the Services shall be adjudicated 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.
- 18.7.2 Users covered by a Hudl Agreement.** If your access to or use of the Services is provided through, or governed by, a Hudl Agreement (for example, because your account was provisioned by, or your use is administered by, a Customer), then, as between you and Hudl, the governing law, venue and dispute-resolution terms of that Hudl Agreement control with respect to that Customer Use, and Section 18.7.1 does not apply to it. Regardless of any Hudl Agreement, Sections 1.3, 2.3, 3, 4, 5, 14, 15, 16, 17.4, and 20 continue to apply to you. If and to the extent no Hudl Agreement validly governs a particular dispute, Section 18.7.1 applies. If you use the Services for Personal Use, nothing in this Section 18.7 deprives you of the protection of the mandatory consumer-protection laws of the jurisdiction where you are a resident.
- 18.8 Notices and Communications.**
- 18.8.1 Electronic Communications.** By accepting these Terms, you agree that all agreements, notices, disclosures or other communications that we provide to you, including notices posted on the Hudl Site or

within the Services, fully satisfy any legal requirement that such communications be in writing. Hudl may provide operational notices via email to the address associated with your Hudl Account or directly through the Services. This Section 18.8 does not affect your non-waivable statutory rights.

18.8.2 **General Inquiries vs. Legal Notice.** For general inquiries or routine questions about these Terms, please contact [Hudl Support](#). Communications made through standard support emails or Hudl's customer support web forms are for informational purposes only and will not constitute formal legal notice or service of process to Hudl or any of its officers, employees, agents, or representatives in any scenario where notice to Hudl is contractually or legally required.

18.8.3 **Providing Legal Notice to Hudl.** For formal legal notices or service of process, you must send a concurrent email to legal@hudl.com and provide a formal written physical notice delivered strictly to:

Hudl, Inc.

600 P Street, Suite 400

Lincoln, NE 68508

United States

ATTN: Legal Department

18.9 **Operator Information.** The Services are operated by Hudl, Inc., with a principal business address located at 600 P Street, Suite 400, Lincoln, NE 68508.

18.10 **California Consumer Disclosures.** In accordance with California Civil Code § 1789.3, California residents may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

18.11 **Non-Consensual Intimate Imagery (NCII).** Hudl strictly prohibits Users from publishing, displaying, uploading or sharing non-consensual intimate imagery through the Services. The explicit procedure for reporting NCII and requesting the prompt removal of such content from the platform is set forth in our [AUP](#).

18.12 **Export Controls.** By using the Services, you represent and warrant that you are not located in a country or region subject to a comprehensive United States government embargo or export sanctions law. You agree to comply fully with all applicable U.S. and international export and import control laws and regulations, including the U.S. Export Administration Regulations (15 C.F.R. §§ 730-774).

18.13 **Force Majeure.** Except for User's obligation to pay any amounts due with respect to any Services, neither party will be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, pandemics, government actions, internet or telecommunications failures, cyberattacks, or labor disputes.

18.14 **Former Titles.** These Terms were formerly known as the "Site Terms" and "Terms of Service." Any links or references to "Site Terms" or "Terms of Service" are deemed to reference these Terms.

19. **Notice and Procedure for Making Claims of Copyright Infringement.** The [AUP](#) describes the procedure for making claims of copyright infringement. If you have a trademark infringement claim, follow the procedure outlined in the AUP.

20. **Mandatory Arbitration Agreement and Class Action Waiver.**

20.1 **Dispute Resolution by Binding Arbitration.** YOU AND HUDL AGREE THAT, EXCEPT AS EXPLICITLY PROVIDED BELOW IN SECTION 20.2, ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING IN ANY WAY TO THE SERVICES, OR ANY MARKETING, ADVERTISING, STATEMENTS, OR REPRESENTATIONS RELATING TO THE SERVICES, IRRESPECTIVE OF WHEN THAT DISPUTE, CLAIM, OR CONTROVERSY AROSE, WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH IN THIS SECTION 20, RATHER THAN IN COURT. YOU AND HUDL AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HUDL ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THESE PROVISIONS, YOU AND HUDL RETAIN THE RIGHT TO SEEK RESOLUTION OF DISPUTES IN SMALL CLAIMS COURT AS AN ALTERNATIVE TO ARBITRATION.

20.2 **Exceptions to Arbitration.** The arbitration agreement and class action waiver set forth in this Section 20 shall be subject to these limited exceptions:

- 20.2.1 **Small Claims Court.** You and Hudl may assert claims in small claims court if such claims qualify, so long as the matter remains in such court and advances strictly on an individual, non-class, and non-representative basis.
- 20.2.2 **Unenforceability Fallback.** If the arbitration agreement in these Terms is for any reason held to be legally unenforceable, the parties agree that any legal suit, action, or proceeding arising out of or related to these Terms or the Services (except for small claims court actions) shall be instituted exclusively in the state and federal courts referenced in Section 18.7. The parties irrevocably waive any and all objections to the exercise of jurisdiction and venue by such courts.
- 20.2.3. **International Users.** If you are not a resident of the United States, this Section 20 does not apply to you.
- 20.2.4 **Athletes under Collective Bargaining Agreements ("CBAs").** If you are a professional or semi-professional athlete whose employment or engagement is governed by a CBA that prescribes mandatory grievance or arbitration procedures for disputes with your employer or team, those CBA procedures shall take precedence over this Section 20 with respect to any dispute that falls within the scope of those CBA procedures. This Section 20 shall continue to apply to any disputes that fall outside the scope of the applicable CBA procedures.
- 20.2.5. **Jurisdictional Enforceability Limits.** If you are located in a jurisdiction where mandatory individual arbitration clauses or class action waivers are unenforceable under applicable consumer protection, employment, or data protection laws, this Section 20 shall apply only to the maximum extent permitted by such applicable law. Nothing in this Section 20 limits any non-waivable rights you hold under the laws of your jurisdiction of residence.

20.3 Informal Dispute Resolution Procedure. Before commencing an arbitration or asserting a claim in small claims court, you and Hudl will engage in good faith in the following informal dispute resolution process:

- 20.3.1 **Notice of Claim.** The party seeking to initiate a claim ("**Claimant**") must give written notice to the other party ("**Respondent**").
- 20.3.1.1 To notify Hudl, you must send an email to legal@hudl.com, providing your full name, the email address associated with your Hudl Account (if any), your counsel's name and contact information (if represented), and a brief description of your claim and the relief sought.
- 20.3.1.2 To notify you, Hudl will send an email to the email address associated with your Hudl Account (or the email address used for a purchase) providing a brief description of Hudl's claim, the relief sought, and Hudl's counsel's contact information.
- 20.3.2 **Meet and Confer Conference.** You and Hudl will meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve the claim. If either party is represented by counsel, that counsel may participate in the conference. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the written notice unless an extension is mutually agreed upon.
- 20.3.3. **Confidentiality.** All offers, promises, conduct, and statements made during this process by either party, its agents, employees, and attorneys are strictly confidential and inadmissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.
- 20.3.4 **Condition Precedent & Tolling.** Neither you nor Hudl may initiate arbitration or assert a claim in small claims court without first fully completing the informal dispute resolution process provided in this Section 20.3. Any applicable statute of limitations will be tolled while the parties engage in this process.

20.4 Governing Law, Interpretation, and Enforcement. The arbitration agreement in these Terms is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("**FAA**"), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation, enforcement, and applicability of this arbitration agreement and all its provisions, including the class action waiver. State arbitration laws do not govern in any respect. Further, you and Hudl agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

20.5 Scope of Relief Available. There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms as a

court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

20.6 Arbitration Proceedings and Rules. The following operational rules and procedures shall apply to any active arbitration proceeding:

- 20.6.1 **Administration.** Any arbitration will be administered by the American Arbitration Association ("AAA") in accordance with their Consumer Arbitration Rules ("Rules"), except as modified by these Terms (as allowed by the Rules). The AAA's Rules are available on its website at www.adr.org or by calling 1-800-778-7879. A single neutral arbitrator shall be selected as set forth in the Rules.
- 20.6.2 **Bifurcated Equitable Claims.** To increase the efficiency of administration, in the event of a claim seeking equitable relief (including injunctive relief), the arbitrator shall bifurcate the proceeding and rule on liability first, before conducting any proceedings or discovery related to the appropriate relief.
- 20.6.3 **Confidentiality.** Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it, including any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing and the arbitration award, will remain strictly confidential and will not be disclosed to any third party, except as strictly necessary to obtain court confirmation of the arbitration award.
- 20.6.4 **Substantive Law.** The arbitrator will decide the substance of all claims in accordance with the laws of the State of Nebraska, including recognized principles of equity, and will honor all claims of legal privilege recognized by law. The arbitrator is not bound by prior arbitrations involving different users, but is bound by prior rulings involving the same user, to the extent required by applicable law.
- 20.6.5. **Location and Hearing Format.** The arbitration will be held in the United States county where you live or use the Services, or a location you and Hudl mutually agree upon in writing. If your claim does not exceed \$10,000, the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, unless the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the Rules.
- 20.6.6. **Alternative Provider.** If AAA is unable to conduct the arbitration, the parties will mutually select an alternative provider and the arbitration will be conducted pursuant to that provider's applicable rules. References to AAA and its rules in these Terms shall be construed as references to the replacement arbitration provider and its applicable rules.

20.7 Commencing an Arbitration. A party who has fully complied with the informal dispute resolution provisions above and wishes to start arbitration must complete a form for initiating arbitration proceedings available on the AAA website. The party initiating the arbitration must provide a copy of the completed form to the opposing party where required by the Rules. You shall send Hudl a copy at the following address: Hudl, Inc., Attn: Hudl Legal, 600 P Street, Suite #400, Lincoln, Nebraska, 68508. In the event Hudl initiates arbitration against you, Hudl may send a copy of the completed form to the email address associated with your Hudl Account.

20.8 Fees and Costs. If you commence an arbitration in accordance with this Section 20, you will be required to pay AAA's then-current filing fees. Any other administrative fees shall be payable pursuant to the Rules. If the arbitration is conducted by a different arbitration provider in accordance with this Section 20, payment of any filing, administration, or arbitrator fees shall be governed by that provider's rules.

- 20.8.1 You agree that AAA, New Era ADR, FairClaims, JAMS, and any other arbitration provider selected pursuant to this Section 20 has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due.
- 20.8.2 You are responsible for your own attorneys' fees; Hudl will not pay any attorneys' fees unless ordered to do so by the arbitrator. For the avoidance of doubt, in cases where a statute gives you the right to recover attorneys' fees if you prevail, the arbitrator may award attorneys' fees pursuant to that statute.

20.9 Arbitrator Delegation Clause. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms is void or voidable. However, in the event of a dispute about which version of these Terms you agreed to, a federal or state court located in Lancaster County, Nebraska will decide that specific question. The

arbitrator's award shall be final and binding. This arbitration agreement is intended to be broadly interpreted and will survive termination of these Terms.

Updated 11 Aug 2026

Appendix B

Acceptable Use Policy

This Acceptable Use Policy (“**AUP**”) governs your use of the Hudl website located at www.hudl.com and all other websites operated by Hudl and its affiliates (each, a “**Hudl Site**”), and the services, software, applications and hardware (collectively, the “**Products**”) provided to you or your organization by Hudl, Inc. and its affiliates (collectively, “**Hudl**”). Hudl may modify this AUP by posting a revised version on the Hudl Site and such revised version will be effective upon posting. By using the Products or accessing the Hudl Site, you agree to the latest version of this AUP.

This AUP sets out a non-comprehensive list of unacceptable conduct with respect to the Hudl Site and Products.

You may use the Hudl Site and Products only for lawful purposes. If you are a customer of Hudl, the term “you” includes customer’s players, analysts, employees, members of its coaching staff, team officials, students and/or any other person designated and engaged by customer to have access to and use the Products (“**Authorized Users**”). You are responsible for your Authorized Users’ compliance with this AUP.

Do Not:

- permit any third party that is not an Authorized User to access or use a username or password for the Hudl Site or Products;
- share, transfer or otherwise provide access to an account on the Hudl Site or Products designated for you to another person;
- use the Products or Hudl Site to store, display, process, or transmit any content that may infringe upon, violate, or misappropriate a third party's trademark, copyright, or other intellectual property or proprietary right, including, but not limited to, rights or publicity or privacy, or that may be tortious or unlawful;
- use the Hudl Site or Products in any way that violates any applicable federal, state, local or international law or regulation (including, but not limited to, any laws regarding the export of data or software to and from the United States or other countries) or to promote illegal activity;
- upload to, or transmit from, the Products or Hudl Site any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or code or a technology that unlawfully accesses or downloads content or information stored within or accessible through the Hudl Site, Products, or hardware of Hudl or any third party;
- attempt to decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Hudl Site or Products (including any mechanism used to restrict or control the functionality of the Products or Hudl Site), any third party use of the Products or Hudl Site, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorized access to the Hudl Site, Products or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Products or Hudl Site;
- access the Products or Hudl Site to build a similar or competitive product or service, to copy any ideas, features, functions, user interfaces, or graphics of the Products or Hudl Site, or to copy or download any documents, content, information, images, videos, photos, or other material available on or through the Products or the Hudl Site except to the extent expressly authorized by a written agreement with Hudl;
- use any robot, spider, or other automatic device, process, or means to access the Hudl Site or Products for any purpose, including, but not limited to, monitoring or copying any of the material on the Hudl Site or Products;
- use the Products or Hudl Site in any manner that may harm or exploit minors or targets people under the age of thirteen;
- use the Products or Hudl Site to publish, display, process, share, or store materials that constitute child sexually exploitative material (including, but not limited to, material which may not be illegal child sexual abuse material, but which nonetheless sexually exploits or promotes the sexual exploitation of minors), pornography, or are otherwise obscene, indecent, or objectionable;
- use the Hudl Site or Products to publish, display, process, share, or store materials related to the distribution, sale, or promotion of illegal drugs, controlled substances, or paraphernalia;

- use the Hudl Site or Products to engage in activity, or display, store, process, or transmit material, that incites or encourages violence or hatred against individuals or groups;
- remove any copyright, trademark, or other proprietary rights notice contained in or on the Hudl Site or Products or in any materials available from the Hudl Site or Products;
- impersonate any person or entity, including, but not limited to, a Hudl employee, a Hudl customer, any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, customer, or entity;
- use the Products or the Hudl Site to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) or person(s); restricted by applicable export and import control laws and regulations including but not limited to 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;
- access, search, or create accounts for the Products or the Hudl Site by any means other than Hudl's publicly supported interfaces or other authorized interfaces (for example, scraping or creating accounts in bulk);
- use the Hudl Site or Products to send unsolicited communications (including spam), promotions or advertisements;
- place any advertisements within a Product or the Hudl Site except to the extent expressly permitted by your signed agreement with Hudl;
- use the Hudl Site or Products to send altered, deceptive, or false source-identifying information, including, but not limited to, spoofing or phishing;
- use the Hudl Site or Products to abuse promotions, including, but not limited to, sweepstakes and giveaways;
- sublicense, resell, time share or similarly exploit the Products or the Hudl Site;
- use contact or other user information obtained from the Products or the Hudl Site (including, but not limited to, names, phone numbers, addresses, and email addresses) to contact Authorized Users or third parties without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for third parties for use outside of the Products or Hudl Site;
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Hudl Site or Products, or which, as determined by Hudl, may harm Hudl or users of the Hudl Site or Products, or expose them to liability or otherwise attempt to interfere with the proper working of the Hudl Sites and/or Products;
- authorize, permit, enable, induce, or encourage any third party to do any of the above;
- use the Products or Hudl Site to publish, display, upload, transmit, process, share, store, or otherwise make available any non-consensual intimate visual depiction, including any authentic, AI-generated, synthetic, digitally altered, or otherwise manipulated image or video that depicts or appears to depict an identifiable individual, regardless of age, in an intimate or sexual manner without that individual's consent; or
- use the Products or Hudl Site to threaten, solicit, encourage, facilitate, or attempt to publish, display, upload, transmit, process, share, store, or otherwise make available any non-consensual intimate visual depiction.

Streaming. By using functionality available on the Hudl Site that facilitates livestreaming through YouTube, you agree to be bound by YouTube's Terms of Service (<https://www.youtube.com/t/terms>).

Reporting of Violations. To report any violation of this AUP, please contact Hudl at support@hudl.com, making sure to include as much identifying information as possible. Please note that Hudl will not open any attachments, nor will Hudl respond to spam or to reports that contain offensive or vulgar language.

Violations. Hudl reserves the right to take any action it determines in its sole discretion to be appropriate if it believes this AUP has been violated (or if it believes any content violates this AUP), which action could include, without limitation, removing or disabling access to content, suspending access to the Products, terminating an account, taking appropriate legal action, disclosing your identity or information about you to any third party who claims that material posted by you violates their rights (including their intellectual property rights), or other action. Hudl has the right, but not the obligation, in its sole discretion to prohibit or remove any content that Hudl believes violates your signed agreement with Hudl, this AUP, applicable law, or is otherwise objectionable.

Without limiting the foregoing, Hudl has the right to cooperate fully with any law enforcement authorities or court order requesting or directing Hudl to disclose the identity or other information of anyone posting any materials on or through the Hudl Site. YOU WAIVE AND HOLD HARMLESS HUDL FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HUDL DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY HUDL OR LAW ENFORCEMENT AUTHORITIES AS THEY RELATE TO THIS AUP. However, Hudl does not review material before it is posted on the Hudl Site or Products and cannot ensure immediate removal of objectionable material after it has been posted. Accordingly, Hudl assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any Authorized User or third party. Hudl has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Safe Community. Hudl is committed to fostering a safe and respectful online environment for its users on the Hudl Site and Platform. As part of our commitment to promoting positive interactions, Hudl expects all users to refrain from this AUP's list of unacceptable conduct, and to refrain from any other conduct that may jeopardize the safety or mental health of another Hudl Site or Platform user. Hudl encourages all users of the Hudl Site and Platform to prioritize their well-being. Hudl has a zero-tolerance policy for illegal or harmful content or behavior on the Hudl Site or Platform. Hudl looks to coaches and school administrators to proactively share information pertaining to the safety and well-being of their athletes outside of the Hudl Site or Platform, but for additional support resources please refer to [Drug Policy Alliance's "Safety First" Drug Education Curriculum](#), or [SAMHSA's School and Educator Resources](#).

Subpoenas. For information regarding serving a subpoena on Hudl, please contact Hudl legal at legal@hudl.com.

Notice and Procedure For Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement and such allegedly infringing materials are accessible on or from the Hudl Site or Products, you may request removal of such materials (or access to them) from the Hudl Site or Products by providing Hudl's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Hudl that your copyrighted material has been infringed.

- An electronic or physical signature of the owner of the copyright interest or a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed (or, if the claim involves multiple works on the Hudl Site or Products, a representative list of such works);
- Identification of the material that you claim is infringing in a sufficiently precise manner to allow us to locate such materials on the Hudl Site or Products;
- Your name, postal address, telephone number and, if available, email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in this notice is accurate; and
- A statement by you, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Hudl's designated copyright agent ("**Copyright Agent**") to receive notifications of claimed copyright infringement is Copyright Manager, Hudl, Inc., who may be contacted by email at legal@hudl.com or by mail at 600 P Street, Suite 400, Lincoln, NE 68508 or by phone at 402-674-0499.

If you fail to comply with all the above requirements, your notice to Hudl may not be effective.

It is Hudl's policy in appropriate circumstances to disable or terminate the accounts of customers who Hudl suspects are repeatedly infringing copyrights.

If you believe that the work that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the allegedly infringing work you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the work that has been removed or to which access has been disabled and the location at which the work appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the work was removed or disabled because of a mistake or a misidentification of the work;

- Your name, address, telephone number and, if applicable, e-mail address; and
- A statement that you consent to the jurisdiction of Federal District Court in Nebraska and a statement that you will accept service of process from the person who provided notification of the alleged infringement (or an agent of such person).

If a counter-notice is received by the Copyright Agent, Hudl may, in its sole discretion, send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed work or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the provider or user of the work, the removed work may be replaced or access to it restored.

Notice and Removal Process for Non-Consensual Intimate Imagery

Hudl is committed to making and keeping the Products and Hudl Site safe, respectful, and productive spaces for athletes, coaches, teams, organizations, and fans. Hudl does not permit users to publish, display, upload, transmit, process, share, store, or otherwise make available non-consensual intimate imagery through the Products or Hudl Site. Hudl also does not permit users to threaten to share intimate imagery without consent.

For purposes of this policy, “non-consensual intimate imagery” or “NCII” means an intimate visual depiction of an identifiable individual that is published, shared, or threatened to be published or shared without that individual’s consent. NCII may include authentic images or videos, as well as images or videos that are AI-generated, synthetic, digitally altered, or otherwise manipulated to depict or appear to depict an identifiable individual.

If you believe that content available through the Products or Hudl Site includes NCII of you or of someone for whom you are authorized to act, you may submit a removal request to Hudl by contacting legal@hudl.com.

Your report should include enough information for Hudl to identify and locate the content, such as the URL, content ID, team or account name, uploader name, date posted, date discovered, and a description of where the content appears. You should not send Hudl copies of the intimate image or video unless Hudl specifically asks you to do so.

Your report should also include a statement that you have a good-faith belief that the identified content is non-consensual, any information that may help Hudl determine that the content was posted or shared without consent, your contact information, a statement that the information in your report is accurate, and your physical or electronic signature. If you are submitting a report on behalf of another person, your report should also state your relationship to that person and confirm that you are authorized to act on that person’s behalf.

After Hudl receives a valid removal request, Hudl will review the request promptly and, where required by applicable law, remove or disable access to the reported NCII as soon as possible and within 48 hours. Hudl may also make reasonable efforts to identify and remove known identical copies of the reported NCII, take action against accounts that violate this policy, preserve information where appropriate, and report suspected child sexual abuse material, threats, sextortion, or other unlawful activity to law enforcement or other appropriate authorities where required or permitted by law.

If Hudl denies a removal request and you believe the request was denied in error, you may ask Hudl to conduct an additional review by contacting legal@hudl.com and providing any additional information that may help Hudl evaluate the request.

Updated 10 Aug 2026

Appendix C

Hudl Master Subscription Agreement

This Hudl Master Subscription Agreement ("MSA") is entered into between Hudl and the customer identified on the Order ("Customer"). The MSA and Orders govern Customer's access to and use of Products and Professional Services, as well as the access to and use of Products by Authorized Users. This MSA is effective as of the earlier of: (a) the date the first Order referencing this MSA is signed by both parties, or (b) the date Customer first accesses or uses the Products ("Effective Date"). Capitalized terms are defined in Section 15 and elsewhere in this Agreement. This MSA, together with each Order, the AUP, and any applicable Supplemental Addenda form the entire agreement between Hudl and Customer (collectively, this "Agreement"). The Agreement supersedes all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral, relating to the subject matter herein.

If applicable, in order to access the Products, Customer shall ensure its Authorized Users accept or otherwise agree to Hudl's then-current User Terms of Service, available at <https://www.hudl.com/terms> ("User Terms"), through Hudl's then-current account registration, login, in-product, or other acceptance process before accessing or using the Products. Authorized Users must also comply with the AUP when using the Products. Except as otherwise set forth in the User Terms or this Agreement, Customer remains responsible for its Authorized Users' use of the Products.

In case of conflict between the documents comprising this Agreement, the following order of precedence shall apply unless otherwise agreed in writing: (a) applicable Order, (b) applicable Supplemental Addenda, (c) this MSA, and (d) the AUP. The order of precedence for any Requested Addenda incorporated into the Agreement pursuant to Section 6.3 shall be governed by the applicable Hudl Customer Addendum. In case of conflict between the User Terms and this MSA, this MSA shall prevail with respect to Customer's rights and obligations.

1. Products and Content.

- 1.1. **Generally.** Subject to the terms of this Agreement and the payment of all applicable Fees, Hudl provides Customer the Products identified in an Order, which may include any combination of Services, Software, and Hardware. Customer may use Products only for Customer Purposes.
- 1.2. **Services.** Subject to the terms of this Agreement, Hudl grants Customer the non-exclusive, non-transferable (except pursuant to Section 14.3) right for Authorized Users to access and use the online Services during the Subscription Term for Customer Purposes.
- 1.3. **Software.** Subject to the terms of this Agreement, Hudl grants Customer a limited, non-transferable (except pursuant to Section 14.3), non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of Software for Customer Purposes. Software includes updates and upgrades during the Subscription Term. Hudl shall have no obligation to support previous Software releases or versions more than twelve (12) months after the date Hudl releases a subsequent version of the Software. Customer acknowledges that continued use of unsupported Software versions may present security and compatibility risks. Customer assumes all such risks, and Hudl shall have no liability for any security breaches, data loss, or performance issues arising from the use of unsupported Software versions.
- 1.4. **Product Commitments.** Subject to Customer's use of Products in accordance with this Agreement, Hudl will (a) provide applicable standard support for the Products to Customer at no additional charge, (b) use commercially reasonable efforts to make the Services and Content available 24 hours a day, 7 days a week, excluding planned downtime, emergency maintenance, and unavailability caused by Force Majeure Events, and (c) provide the Products in accordance with Applicable Law.
- 1.5. **Product Changes.** Hudl and its Affiliates reserve the right, in their sole discretion, to make any changes to the Products that Hudl deems necessary or useful to maintain or enhance the quality, delivery, competitive strength, cost efficiency, or performance of the Products or to comply with Applicable Law. Hudl will use commercially reasonable efforts to give Customer advance written notice of any changes that are reasonably likely to have a material impact on Customer's use of the Products, except where such changes are required to address security vulnerabilities or comply with Applicable Law, in which case Hudl will provide notice as soon as reasonably practicable.
- 1.6. **Content.** The Content made available to Customer via the Products is provided "AS-IS" and only for Customer Purposes. Customer agrees (a) to use Content only as permitted by the Products; and (b) to delete, destroy and promptly stop using Content at the end of the Subscription Term for the applicable Product(s). 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 to host and provide such Content on such Products.

- 1.7. **API.** If Customer purchases any Products that include APIs, Hudl will provide any associated Content in the manner indicated on the Order, which may include API, XML, JSON or any other means designated by Hudl or its Affiliate from time to time.

2. **Use of Products and Content.**

- 2.1. **Subscriptions.** Certain Products are purchased as a subscription for the term stated in the applicable Order ("**Subscription Term**"). Customer can purchase additional Products during a Subscription Term by signing a new Order. Hudl may, at its discretion, charge a prorated amount for Products purchased mid-Subscription Term for the remainder of that Subscription Term to align renewal dates for Customer. Such proration shall be calculated on a daily basis from the purchase date through the end of the then-current Subscription Term.
- 2.2. **Customer Responsibilities.** Customer is responsible for all activities that occur under its and its Authorized Users' accounts, regardless of whether Customer authorized such activities, except to the extent that the User Terms expressly impose sole direct individual liability on an Authorized User for use for their own personal purposes. Customer is responsible (a) for its Authorized Users' use of the Products and Content and compliance with this Agreement, except as otherwise set forth in any applicable Supplemental Addenda; (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 to notify Hudl promptly of any 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, however, that Hudl shall have no obligation to provide prior notice or an opportunity to cure in the case of (a) any unauthorized use of the Products and/or Content, or (b) any other material or willful breach by Customer or any Authorized User.
- 2.3. **Authorized Users.** Customer may invite Authorized Users to access and use the Products on Customer's behalf. Access by an Authorized User is subject to such Authorized User's separate acceptance of and continued compliance with the User Terms. Customer shall not invite, provision, or permit access for any Authorized User in a manner intended to bypass Hudl's then-current User Terms acceptance process. Customer is solely responsible for: (a) determining which individuals are appropriate to be invited as Authorized Users, consistent with the applicable Hudl Customer Addendum; (b) managing all access rights for Authorized Users, including granting, modifying, and revoking access; and (c) exercising appropriate oversight and control over Authorized Users who act on behalf of third parties, including parents or legal guardians of minors. Hudl is not responsible for monitoring or enforcing individual Authorized User access. Authorized Users' right to access the Products is contingent upon continued compliance with the User Terms and Customer's proper management of such access.
- 2.4. **Authorized Third Parties.** Customer's Authorized Users are deemed to include Authorized Third Parties, subject to this Section 2.4. To request access for an individual as an Authorized Third Party, Customer shall submit a written request (email to suffice) to Hudl identifying the individual, the applicable Authorized Third Party category (as specified in the applicable Hudl Customer Addendum), and the specific Products and Content to be accessed by such individual. Such individual shall only become an Authorized Third Party upon Hudl, Customer, and such individual entering into Hudl's standard third-party access authorization agreement (the "**Third Party Access Agreement**"). Hudl has no obligation to enter into any such Third Party Access Agreement and any approvals by Hudl for an individual to become an Authorized Third Party are at Hudl's sole discretion. The Third Party Access Agreement governs the terms of such access and is in addition to, and does not supersede, this Agreement. No implied, deemed, or constructive approval shall arise from Hudl's silence, delay, or any course of dealing between the parties. Hudl may, in its sole discretion, withdraw approval for and suspend or terminate an Authorized Third Party's access to the Products or Content without prior notice, and without liability, if Hudl reasonably believes (a) the criteria for Authorized Third Party access is no longer met, or (b) the Authorized Third Party has breached any terms of this Agreement, the applicable Third Party Access Agreement, or the User Terms. Upon termination of the Third Party Access Agreement, any such Authorized Third Parties shall no longer be Authorized Users and shall no longer be allowed to access or use any Products or Content under this Agreement.

- 2.5. **Login Credentials.** Customer acknowledges and agrees that login credentials for the Products are individual and may be used only by Authorized Users, not by any of Customer's Affiliates or third parties (unless such third parties are Authorized Users, using the Products for Customer Purposes). Hudl may condition issuance, activation, or continued use of individual login credentials on acceptance of the then-current User Terms, including any updates Hudl may make from time to time as allowed therein.
- 2.6. **Restrictions.** Except to the extent expressly permitted by this Agreement, Customer will not, directly or indirectly, (a) copy, modify, translate, duplicate, create derivative works from, benchmark, or use the Products or Content to build a competing product or service, or train or develop any machine learning or artificial intelligence models or algorithms or similar or related technology with, create improvements of, frame, mirror, republish, display, transmit or distribute all or any portion of any Product and/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 and/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, except to the extent such restriction is permitted by Applicable Law; (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 and/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 Products or Content in any way other than for Customer Purposes.
- 2.7. **Storage.** Storage limits may be associated with certain Products. If Customer's account is allocated a specific amount of storage capacity as described in Hudl's product-specific documentation, exceeding any applicable storage capacity is prohibited and may prevent Customer from adding more Customer Data to Customer's account. Additional storage may be available for purchase.
- 2.8. **Minors.** Use of the Products by individuals under age 18, or the legal age of majority ("**Minors**"), may be subject to certain consent and notice requirements and access and feature restrictions under Applicable Law, the User Terms, or any applicable Hudl Customer Addendum. Individuals under age 13 are further defined as "**Children**" under this MSA and the User Terms. Based on the product or service, Children may have access to a limited experience prior to obtaining parental consent or may not be able to access such product or service; for those products or services with a limited experience, access to additional features, if available, may require granular parental consent as described in the User Terms. Minors that are not Children may generally access the Products without restriction, except that certain features may require parental consent. Customer acknowledges and agrees that any parental consent obtained through the Hudl products and services is intended for Hudl's purposes only and is not intended to replace any consents or permissions required to be obtained by Customer or any Authorized Users with respect to their use of the Products, including with respect to their own Authorized Users who are Minors or Children.

3. Customer Data.

- 3.1. **Generally.** Between the parties, Customer retains all rights, title, and interest it may have in and to Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use, and all other aspects of Customer Data. Subject to the terms of this Agreement, Customer hereby grants Hudl and its Affiliates and each of their service providers a non-exclusive, worldwide, non-transferable (except pursuant to Section 14.3), royalty-free right and license to process, host, copy, display, use, and distribute Customer Data solely to the extent necessary to: (a) provide Products, including related training and onboarding, to and support for Customer; (b) comply with legal obligations; or (c) enforce this Agreement.

- 3.2. **Customer Data Privacy.** Each party will comply with its obligations under the applicable 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. Each party will comply with its obligations under the Hudl Data Processing Addendum, available at <https://www.hudl.com/legal/msa/dpa> ("DPA"). The DPA is incorporated into the MSA by this reference.
- 3.3. **Protection of Customer Data.** Without limiting Section 10.3 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. **Data Requests.** If Customer requests access to, deletion of, export of, or modification to Customer Data uploaded by its Authorized Users, Hudl will process such requests in accordance with the Hudl Privacy Policy and DPA, and subject to Applicable Law, technical feasibility, and any conflicting rights of data subjects. Hudl may require reasonable authentication and may charge reasonable fees for out-of-scope assistance, unless prohibited by Applicable Law.
- 3.5. **Messages.** The Products may contain messaging and other interactive features that allow Authorized Users to post, submit, publish, display, or transmit to other Authorized Users within a certain Team, if applicable, or Customer content or materials on or through the Products ("**Messages**").
- 3.6. **Hudl AI.** Subject to the terms of this Agreement, Hudl makes available to Customer and its Authorized Users certain artificial intelligence tools ("**Hudl AI**") in connection with the Products that generate data, text, reports, analytics, results, images, playlists, and other information (collectively, "**Output**") in response to Customer's and its Authorized Users' prompts, inputs, requests, or requests for a report or summary (collectively, "**Prompts**"). When Customer or an Authorized User submits Prompts or receives Output for Customer Purposes, such Prompts and Output are considered Customer Data, except to the extent such Output is not unique to Customer, is generated by Hudl's AI-powered support tools (including any support chatbots contained within the Products), or contains Content, Hudl Technology, Hudl intellectual property, or third-party intellectual property or data, in which case such Output shall not be considered Customer Data and all right, title, and interest therein shall remain with Hudl or the applicable third-party. Hudl AI may be provided through one or more third-party AI service providers ("**AI Service Providers**"), and deemed Third-Party Services in such case, and Customer acknowledges that Prompts and Output, including any Customer Data contained therein, may be shared with and processed by such AI Service Providers to enable Customer's use of Hudl AI and for other business purposes consistent with this Agreement.
- 3.6.1. **Prompts and Output.** Customer grants Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except pursuant to Section 14.3) and perpetual license and right to use, reproduce, display, distribute, alter, modify, process, and create derivative works of the Prompts and Outputs to provide, maintain, support, develop, and improve Hudl's and its Affiliates' products and services, including Hudl AI, and to comply with Applicable Law. For the avoidance of doubt, the foregoing license does not include the right to use Customer Data to train any machine learning or foundational AI models of AI Service Providers. Customer acknowledges that due to the nature of machine learning and the technology powering Hudl AI, Output may not be unique and Hudl AI may generate the same or similar Output for other Hudl customers or third parties. To the extent any Output is not unique to Customer, such Output shall not be considered Customer Data. All Output generated by Hudl's AI-powered support tools, which are trained on Hudl's internal support records, is and shall remain the sole property of Hudl and shall not be considered Customer Data. Prompts and Output licensed to Hudl under this Section 3.6.1 are not subject to the DPA.
- 3.6.2. **Customer Responsibilities.** Due to the nature of generative AI, the Output may be unpredictable and may include inaccurate or harmful responses. Without limiting the disclaimers in Section 10.3, Customer is solely responsible for reviewing the Output for accuracy, safety, and compliance with Applicable Laws and any acceptable use policies prior to use of the Output. Hudl does not make any representations with respect to the AI Service Providers or any Output provided in connection therewith and is provided "AS-IS." Customer represents and warrants that (a) it will maintain human oversight and verification of any Output prior to reliance or use; and (b) it shall not, and it shall ensure its Authorized Users do not, use any data mining or similar data gathering or extraction methods in connection with Hudl AI, for example, for purposes of identifying or extracting training data associated with any Product using Hudl AI. Customer uses any Output at its own risk. Customer remains solely responsible for the content, legality, accuracy, and completeness of the Prompts. Customer agrees to comply with all Applicable Laws with

respect to its use of Hudl AI and will not use Hudl AI for any unlawful or unauthorized purposes. Customer shall not use any Prompts or Output that, to Customer's knowledge: (a) infringe or misappropriate any third party's intellectual or proprietary rights; (b) are deceptive, discriminatory, defamatory, obscene, illegal, or pornographic; or (c) contain any viruses, worms, or other malicious computer programming codes that may damage the Products. Hudl reserves the right to immediately suspend or terminate Customer's access to Hudl AI, without liability to Customer, upon Hudl's reasonable determination that Customer or any Authorized User has materially violated the prohibited use provisions of this Section 3.6.2, or that Customer's use of Hudl AI poses a material risk to Hudl, its customers, or any third party. For any other failure to comply with this Section 3.6.2, Hudl will provide Customer notice and a reasonable opportunity to cure.

4. **Video Licenses.**

- 4.1. **Customer-Controlled Video Sharing.** The Services include the capability for Customer, at its option and in its sole discretion, to share Video with other customers of Hudl or its Affiliates ("**Video Recipients**"). Customer acknowledges and agrees that: (a) Hudl and its Affiliates shall not be responsible for the acts or omissions of any Video Recipients with respect to such Video; and (b) the copy of such Video shared with any Video Recipients will be deemed to be Shared Data.
- 4.2. **Open Exchange Service and Game Video License.** If Customer uploads Game Video to the Services; uploads Game Video to, purchases, or uses any Open Exchange Service; or otherwise authorizes Hudl or its Affiliates to add any particular Game Video to the Services via the Platform (whether by use of features in the Services, hyperlink, file sharing platform, or other means, or in writing), Customer acknowledges and agrees that: (a) Game Video will be added to Hudl's and its Affiliates' content library, available to users of their products and services; (b) the copy of the Game Video added to the content library will be deemed to be Shared Data; and (c) Customer grants to Hudl and its Affiliates the license rights specified in the applicable Hudl Customer Addendum regarding such Shared Data. Customer represents and warrants that it owns or is authorized to grant the rights in this Section 4.2 and that providing such Game Video does not infringe upon any Intellectual Property Rights or other rights of any third parties, or violate any Applicable Laws.
- 4.3. **Game Video Analysis Products.** Hudl may offer Products that include the ability to analyze, tag, or break down Game Video. If Customer purchases or uses such Products, Customer agrees that: (a) Hudl may maintain a copy of such Game Video; (b) the copy of such Game Video will be deemed to be Shared Data; and (c) except to the extent prohibited under the applicable Hudl Customer Addendum, Customer grants Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except pursuant to Section 14.3), and perpetual license and right to use, reproduce, and create derivative works based on such Shared Data for the development and improvement of Hudl's or its Affiliates' products. Customer represents and warrants that it owns or is authorized to grant the rights in this Section 4.3 and that providing such Game Video does not infringe any Intellectual Property Rights or other rights of any third party or violate any Applicable Laws.
- 4.4. **Practice Video Analysis Products.** Hudl may offer Products that include the ability to analyze, tag, or breakdown Practice Video. If Customer purchases or uses such analysis Products, the following terms apply:
 - 4.4.1. **Classification.** Practice Video used solely with such analysis Products (and not shared with Video Recipients pursuant to Section 4.1) shall be treated as Customer Data and is not Shared Data.
 - 4.4.2. **Protection Commitment.** Except as otherwise provided under Section 4.1, Hudl commits that Practice Video shall not be: (a) made available through any Open Exchange Service; (b) distributed to third parties and/or users for any purpose other than Customer Purposes; or (c) publicly displayed or broadcast.
 - 4.4.3. **License.** Customer agrees that Hudl may retain a copy of such Practice Video used with analysis Products. Subject to the terms of this Agreement, Customer grants Hudl and its Affiliates a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sublicensable (solely to Hudl's subcontractors and service providers for purposes consistent with this license), non-transferable (except pursuant to Section 14.3) license to use, reproduce, and create derivative works from such Practice Video (a) to provide, operate, and support the Products for Customer, including analysis, tagging, and AI-powered features, and (b) to develop and improve Hudl's or its Affiliates' products and services. For the avoidance of doubt, any copy of such Practice Video used pursuant to the license in this Section 4.4.3 shall not be subject to the DPA.

5. **Intellectual Property.**

- 5.1. **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, Hudl Hardware, Content and the Platform; 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; Usage Data; Anonymized Data (as defined in the Hudl Hardware Addendum); Deliverables; and 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 of that Hardware. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Hudl Technology is granted to Customer. 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 no right to obtain a copy of the 4 Source Code for such Software, except as may be required by Applicable Law or court order. Notwithstanding anything herein to the contrary, Hudl and its Affiliates may use Feedback for any purpose without further approval, acknowledgement, or compensation, and Customer hereby irrevocably assigns to Hudl any and all rights, title, and interest (including all Intellectual Property Rights) in such Feedback throughout the world in perpetuity, to the maximum extent permitted by Applicable Law.
- 5.2. **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 would allow a Customer or an individual to be identified with a third party other than their service providers except (a) as required by Applicable Law or valid legal process, (b) as permitted by Section 14.11, or (c) to the extent that the Usage Data is aggregated and anonymized such that neither the Customer nor any individual can reasonably be identified.

6. **Supplemental Addenda.**

- 6.1. **Hudl Product Addenda.** Certain products and services are governed by product-specific terms ("**Hudl Product Addenda**"). Each Hudl Product Addendum applies if Customer or its Teams purchase, activate, access, or otherwise use the applicable product or service, or the applicable product or service is listed on an Order. Each Hudl Product Addendum is incorporated into this MSA by this reference. Each product or service referenced below is defined in this MSA or in its corresponding Hudl Product Addendum or, where applicable, on the Order, and capitalized terms used in this Section 6.1 but not otherwise defined in this MSA shall have the meanings ascribed to them in the Hudl Product Addenda. Hudl Product Addenda include the following:

Hudl Product Addendum	The applicable product or service	Where to find it
Hudl 4G Addendum	Hudl Hardware with 4G data capabilities	https://www.hudl.com/legal/msa/hard-ware-4g
Hudl Assist Addendum	Hudl Assist (may be referred to on Orders as Analysis Data)	https://www.hudl.com/legal/msa/assist
Hudl Focus Addendum	Hudl Focus and Focus Exchange Network	https://www.hudl.com/legal/msa/focus
Hudl Fundraising Services Addendum	Installations Services	https://www.hudl.com/legal/msa/fundraising
Hudl Hardware Addendum	Any Hardware	https://www.hudl.com/legal/msa/hard-ware
Hudl Installation Services Addendum	Installation Services	https://www.hudl.com/legal/msa/installation-services
Hudl Pilot Products Addendum	Any Pilot Products	https://www.hudl.com/legal/msa/pilot-

		products
Hudl Streaming Services Addendum	Hudl Streaming Services	https://www.hudl.com/legal/msa/streaming
Hudl Third-Party Services Addendum	All Products	https://www.hudl.com/legal/msa/third-party-services
Hudl Ticket Services Addendum	Hudl Ticket Services	https://www.hudl.com/legal/msa/ticket-services
Hudl Registration Services Addendum	Registration Services	https://www.hudl.com/legal/msa/registration-services

- 6.2. **Hudl Customer Addendum.** Hudl serves customers across different levels of athletic competition, each with distinct regulatory and operational requirements. To reflect these differences, different categories of customers are subject to specific additional terms (each, a "**Hudl Customer Addendum**"). The applicable Hudl Customer Addendum is determined by the Customer's level of play or type of organization, and is incorporated into this MSA. Capitalized terms used in this Section 6.2 but not defined in this MSA shall have the meanings ascribed to them in the applicable Hudl Customer Addendum or the Order. The Hudl Customer Addenda include:

Hudl Customer Addendum	Applies to	Applicable Description (for reference only)	Where to find it
Hudl Customer Addendum for Professional Sports Organizations	Pro Sports Organization	Professional and semi-professional sports teams, leagues, governing bodies, and federations; international elite developmental and junior academy programs; and individual professional athletes using the Products for professional or commercial purposes.	https://www.hudl.com/legal/msa/customer-pro
Hudl Customer Addendum for College & University Organizations	College and University Organization	Colleges, universities, community colleges, and junior colleges, including their athletic departments, conferences, and programs affiliated with a collegiate athletic governing body.	https://www.hudl.com/legal/msa/customer-college
Hudl Customer Addendum for Educational Organizations	School/District	U.S.-based middle schools, high schools, school districts, and related educational entities such as booster clubs, leagues, state associations and conferences.	https://www.hudl.com/legal/msa/customer-edu
Hudl Customer Addendum for Youth, Club, & Other Organizations	Club	Youth and amateur athletic clubs, programs, leagues, teams, organizations, associations, multi-team groups, sports complexes, and private training facilities. Also serves as the default category for any Customer that does not fit under any other customer category.	https://www.hudl.com/legal/msa/customer-youth-club

The descriptions of customer categories in the table above are summary references only and do not constitute operative definitions. The operative definition of each customer category is set forth in the applicable Hudl Customer Addendum, which controls in the event of any inconsistency.

- 6.3. **Requested Addenda.** Customer may request to incorporate supplemental terms, riders, or other agreements into the MSA. Any supplemental terms, riders, or other agreements expressly agreed to in writing between Customer and an authorized representative of Hudl ("**Requested Addenda**") are incorporated into, and made a part of, this MSA by this reference. Hudl generally limits Requested Addenda to legal or regulatory mandates or standardized industry frameworks. Notwithstanding the order of precedence set forth in this MSA, the order of precedence for any Requested Addenda and the other documents comprising this Agreement shall be governed by, and determined in accordance with, the applicable Hudl Customer Addendum.

7. Payment.

- 7.1. **Fees.** Customer will pay Hudl the Fees specified in each Order. Except as otherwise specified in an Order (a) Fees are based on Products purchased and not Customer's actual usage, (b) payment obligations are non-cancellable and Fees paid are nonrefundable (except as expressly provided in Section 9.4 or the applicable Order), (c) quantities purchased cannot be decreased during the Term, and (d) Fees are due as set forth on the Invoice and are payable by Customer in full, without any set-off, counterclaim, deduction, or withholding.
- 7.2. **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 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. Hudl shall be responsible for all taxes based on its net income, gross receipts taxes (where the tax is in lieu of a tax on income), and taxes on its property and employees.
- 7.3. **Purchase Orders.** If Customer issues a purchase order after entering into an Order or receiving an invoice from Hudl, then (a) any such purchase order submitted by Customer is for its internal purposes only, and Hudl rejects, and will be deemed to have rejected any pre-printed or online terms on a Customer purchase order, invoice portal, or similar document, which have no force or effect, (b) any such purchase order shall be for the total Fees owing under the applicable Order, and (c) 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.
- 7.4. **Overdue Charges and Suspension.** If any Fees or other amounts owed by the Customer under this Agreement or any other agreement with Hudl or its Affiliates become overdue, Hudl may, without limiting its other rights and remedies: (a) charge interest at the maximum rate permitted by Applicable Law; (b) immediately suspend or revoke access to the Products until all amounts are paid in full; and (c) condition future sales or renewals on payment terms shorter than those previously specified. If such amounts remain unpaid for more than 15 days, Hudl may accelerate the Customer's unpaid fee obligations so that all such obligations become immediately due and payable. Hudl will not exercise these rights if the Customer is disputing the applicable charges reasonably and in good faith, has paid all undisputed portions of the Fees in full, and is cooperating diligently to resolve the dispute, as reasonably determined by Hudl.

8. Confidentiality.

- 8.1. **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. To the extent permitted by Applicable Law, including applicable public record laws, the terms and conditions of this Agreement (including pricing) shall be deemed Hudl's Confidential Information.
- 8.2. **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.

8.3. **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 8. 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.

8.4. **Injunctive Relief.** A breach, or threatened breach, by a party of its obligations under this Section 8 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.

9. Term and Termination.

9.1. **Term of Agreement.** This Agreement shall commence on the Effective Date and continue until all Orders that reference the MSA have expired (the "**Term**"), unless earlier terminated as provided in this Agreement. Customer's use of Products outlined in an Order shall be governed by this Agreement for the Term. If Customer continues using Products after an Order expires without entering into a new Order or agreement, such continued use shall remain subject to this Agreement.

9.2. **Subscription Term.** The Subscription Term of each subscription for Products shall be as specified in the applicable Order. Any renewal terms will be set forth in the applicable Order. The Subscription Term includes the initial term and any renewal terms set forth in the applicable Order.

9.3. **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.

9.4. **Effect of Termination.** If Customer terminates this Agreement pursuant to Section 9.3(a) due to Hudl's material breach, 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 9.3(a) due to Customer's material breach, Customer will pay any unpaid Fees under any Order for the remainder of the then-current Subscription Term(s), which Fees shall become immediately due and payable. 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 Orders 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.

9.5. **Survival.** The license set forth in Section 1.6, as well as Sections 3.6, 4, 5, 7, 8, 9.4, 9.5, 10, 12.4, 13, and 14, and any other provisions that by their nature should survive termination, shall survive termination of this Agreement.

10. Warranties and Disclaimer.

- 10.1. **Hudl Warranties.** Hudl warrants that during the Subscription Term (a) the Services and Software will be capable of performing, in all material respects, in accordance with Section 1.4; (b) the Services, Software, and Hudl Hardware will not knowingly contain any viruses, malware, or other computer code designed to disrupt, disable, harm, or otherwise impede in an unauthorized manner the operation of Customer's systems; and (c) the Professional Services will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Order. Customer's exclusive remedies for any breach of the warranties in this Section 10.1 are those described in Sections 9.3 and 9.4, and Customer waives any other remedies available at law or in equity for breach of these warranties.
- 10.2. **Customer Warranties.** Customer represents and warrants that: (a) Customer has the right, power, and authority to enter into this Agreement; (b) Customer has secured and will maintain any and all rights, consents, and/or releases, including all Intellectual Property Rights, necessary to grant the rights and licenses herein, including from any Authorized Users, independent contractors, governing athletic bodies, conferences, or organizations, and parents/legal guardians of individuals who are minors; (c) Customer Data, as incorporated into, transmitted through, or posted on the Platform or Products by Customer and Hudl, and the use or exploitation of Customer Data in accordance with the terms of this Agreement, do not violate, infringe upon, or misappropriate the Intellectual Property Rights or any other right of any third party; (d) providing any Video to Hudl pursuant to this Agreement does not violate any Intellectual Property Rights or other rights of any third party or any Applicable Laws; (e) there are no threatened or existing claims or litigation which would materially adversely affect or materially adversely impair Customer's ability to perform under this Agreement; (f) Customer has no agreement with or obligations to any third party with respect to rights granted herein which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by Hudl of any of the rights granted herein; and (g) Customer has not sold, assigned, transferred, conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights granted or any part thereof, adverse to or in derogation of the rights granted to Hudl; (h) Customer shall comply with any additional representations and warranties set forth in the applicable Hudl Customer Addendum.
- 10.3. **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. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ITS RESULTS AND INFORMATION OBTAINED FROM ITS USE OF THE PRODUCTS, CONTENT, OR OUTPUT, AND FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR (I) ANY 7 DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, CONTENT, OR OUTPUT, (II) ANY INSTRUCTIONS, SCRIPTS, PROMPTS, OR CUSTOMER MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY CUSTOMER IN CONNECTION WITH THE PRODUCTS, OR (III) ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT CUSTOMER'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE DELIVERABLES, PRODUCTS, CONTENT, OR OUTPUT 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 10, THE PRODUCTS, DELIVERABLES, OUTPUT, AND CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

11. **Professional Services.**

- 11.1. **Provision of Professional Services.** If Hudl provides Professional Services to Customer, such Professional Services will be provided as set forth in each executed Order and/or SOW, if applicable, subject to the terms of this Agreement. The personnel that Hudl will assign to perform Professional Services will be professional and qualified in the performance of the applicable Professional Services. 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 respond to Hudl's reasonable requests in a timely manner.
- 11.2. **Deliverables.** The Professional Services and resulting Deliverables apply only to Hudl's or its Affiliates' business and are part of Hudl Technology. Subject to the terms of this Agreement (including Section 2.6), unless otherwise expressly stated in the Order, Hudl grants Customer a limited, non-exclusive, royalty-free, non-transferable

(except pursuant to Section 14.3), non-sublicensable, worldwide license to use the Deliverables for Customer Purposes during the period in which Customer has valid access to the Products.

- 11.3. **Customer Materials.** Customer grants Hudl and its Affiliates a limited right to use any materials provided to Hudl in connection with a Professional Services project ("**Customer Materials**") solely for the purpose of providing Professional Services to Customer. Customer will retain all rights, including Intellectual Property Rights, in and to Customer Materials. Hudl will treat Customer Materials as Customer's Confidential Information under Section 8.
- 11.4. **Change Orders and Other Terms.** Customer may, in writing, request changes to the scope of Professional Services. Upon receiving such change request, Hudl will determine, in its sole discretion, if the requested change requires an adjustment to Fees, schedule, assumptions or scope for the performance of the Professional Services under the applicable Order. Neither party is bound by such change request unless an amendment or change order to the applicable Order 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, subject to the terms of this Agreement.

12. **Mutual Indemnification.**

- 12.1. **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**") infringe, misappropriate or otherwise violate 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 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 if such modification 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) Customer's continued use of the Indemnified Products after Hudl has notified Customer of modifications available to avoid infringement.
- 12.2. **Customer's Indemnity.** To the extent permitted by Applicable Law, 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 for Customer Purposes, 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.
- 12.3. **Conduct of Claims.** In the event of any potential indemnity obligation under this Section 12, the indemnified party will (a) promptly notify the indemnifying party in writing of the claim, (b) 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 party may engage its own legal counsel at the indemnified party's sole cost and expense, and (c) 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 12 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 indemnification obligations under this Section 12 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.
- 12.4. **Sole Remedy.** This Section 12 sets forth each party's sole remedy with respect to any claim by a third party with respect to intellectual property infringement or misappropriation.

13. **LIMITATION OF LIABILITY. 1**

- 3.1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HUDL (INCLUDING HUDL'S AFFILIATES, RESELLERS AND SUPPLIERS) IN EACH 12 MONTH PERIOD OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER DURING THAT TWELVE MONTH PERIOD. THE FIRST TWELVE MONTH PERIOD SHALL COMMENCE ON THE EFFECTIVE DATE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION 13.1 (A) WILL NOT APPLY TO THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF EITHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, AND (B) WILL NOT LIMIT HUDL'S PAYMENT OBLIGATIONS UNDER SECTION 9.4. 1
- 3.2. **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.

14. **General.**

- 14.1. **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.
- 14.2. **Anti-Corruption.** Each party warrants that the party and anyone authorized to act on its behalf comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, as amended, and the UK Bribery Act 2010, as amended. Neither party nor anyone authorized to act on its behalf has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any Government Official or another person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity for the purpose of (a) influencing any act or decision of such Government Official or such person or entity in their official capacity, including a decision to do so or omit to do any act in violation of their lawful duties or proper performance or functions; or (b) inducing such Government Official or such person or entity to use their influence or position with any government entity or other person or entity to influence any act or decision in order to obtain or retain business for, direct business to, or secure an improper advance for the party in connection with this Agreement.
- 14.3. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that (a) either party may assign this Agreement in its entirety (including all Orders) 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; and (b) if Customer purchases via a Reseller, this Agreement may be assigned to an Affiliate if Hudl discontinues its relationship with that Reseller. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.4. **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 on the International Sale of Goods does not apply to this Agreement. The Governing Courts shall have exclusive jurisdiction to resolve such disputes, except as explicitly modified by a Hudl Customer Addendum or Order. Customer agrees not to contest the personal jurisdiction or venue of the Governing Courts. Notwithstanding the foregoing, Hudl may seek injunctive or other equitable relief in any court of competent

jurisdiction to protect its intellectual property, data, or other proprietary rights.

- 14.5. **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.
- 14.6. **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.
- 14.7. **Notices.** Unless otherwise stated in this Agreement, 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 physical address beneath the party's signature on the Order or to another address specified by the party to the other in accordance with this Section 14.7. In the case of notice to Hudl regarding termination or a claim for indemnification or defense under Section 12.1, Customer shall also provide a copy to the attention of Legal at legal@hudl.com. Either party may change its address for notices by giving written notice to the other party by the means specified in this Section 14.7. 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.
- 14.8. **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: 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, imposition of sanctions, embargo, war, pandemic, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including imposing an import or export restriction, quota, or prohibition, or failing to grant a necessary license or consent), accident, act of God, fire, flood or storm (each, a "**Force Majeure Event**"); provided that the affected party promptly notifies the other party of such event and its expected duration in writing.
- 14.9. **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.
- 14.10. **Entire Agreement; Modification.** This Agreement, including any Orders, 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.
- 14.11. **Purchase from Reseller.** If Customer purchases or uses Products made available through an authorized reseller of Hudl or its Affiliates ("**Reseller**"), Customer's use of such Products 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 an Order signed by both Customer and Reseller that references this MSA. If Customer orders Products through a Reseller, then conflicting terms regarding invoicing, payment, and taxes may apply as specified between Customer and Reseller. Customer acknowledges that (a) Hudl may share information with Reseller related to Customer's use and consumption of Products for account management and billing purposes; and (b) 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.
- 14.12. **Third Party Beneficiaries.** There are no third-party beneficiaries under this Agreement, except for Hudl's Affiliates that own Intellectual Property Rights in and to the Services and either (a) receive a license to Intellectual Property Rights from Customer under this Agreement, or (b) to whom Hudl may assign Intellectual Property Rights granted to it by Customer under this Agreement. Customer acknowledges that Hudl is acting as a reseller of Products and Content where Intellectual Property Rights are owned by Hudl's Affiliates or a third party.
- 14.13. **Counterparts; Interpretation.** 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. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation".

15. **Definitions.**

- 15.1. **"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.
- 15.2. **"Agreement"** has the meaning given to it in the Preamble.
- 15.3. **"AI Service Providers"** has the meaning given to it in Section 3.6.
- 15.4. **"API"** means application programming interface.
- 15.5. **"Applicable Law"** means any and all: (a) 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 (b) 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.
- 15.6. **"AUP"** means the Acceptable Use Policy, found at <https://www.hudl.com/aup>, as it may be updated by Hudl or its Affiliates from time to time.
- 15.7. **"Authorized Third Parties"** means any individual not employed by or otherwise belonging to Customer's organization who (a) falls within a category of Authorized Third Parties set forth in the applicable Hudl Customer Addendum, or such other category as Hudl may approve in writing from time to time, and (b) is subject to a fully executed Third Party Access Agreement in accordance with Section 2.4.
- 15.8. **"Authorized User"** means any individual who is authorized by Customer to access and use the Products in accordance with this Agreement. The specific categories of individuals who may be designated as Authorized Users, and any terms, conditions, or restrictions applicable to such users are set forth in the applicable Hudl Customer Addendum.
- 15.9. **"Children"** has the meaning given to it in Section 2.8.
- 15.10. **"Confidential Information"** has the meaning given to it in Section 8.1.
- 15.11. **"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.
- 15.12. **"Customer"** has the meaning given to it in the Preamble.
- 15.13. **"Customer Data"** means any information, video, or data provided to Hudl or its Affiliates by or on behalf of Customer or any Authorized User through the Products for Customer Purposes, including all Intellectual Property Rights in any of the foregoing, and including any additional categories specified in applicable Supplemental Addenda, 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.
- 15.14. **"Customer Materials"** has the meaning given to it in Section 11.3.
- 15.15. **"Customer Purposes"** means the Customer's internal use of Products and Content solely for its professional and/or amateur sports activities, including coaching, scouting, sports and statistical analysis, training, team management, and educational or tutorial purposes.
- 15.16. **"Data Protection Legislation"** means all applicable privacy and data protection laws, which may include: (a) 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; (b) any national implementing law, regulations, and secondary legislation; (c) the UK General Data Protection Regulation as defined in the Data Protection Act 2018 (collectively, "**UK GDPR**"); and (d) 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.
- 15.17. **"DPA"** has the meaning given to it in Section 3.2.
- 15.18. **"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.

- 15.19. **"Effective Date"** has the meaning given to it in the Preamble.
- 15.20. **"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.
- 15.21. **"Fees"** means any amounts owed by Customer, as specified in an Order for Products or Professional Services, with such amounts and the bank account details for payment being specified in the Invoice.
- 15.22. **"Force Majeure Event"** has the meaning given to it in Section 14.8.
- 15.23. **"Game Video"** means any audiovisual recording, representation, or video of an athletic competition between teams that is generally accessible to the public, including the voices, performance, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of the physical likeness and sound of the athletes, players, coaches, and others appearing in such audiovisual recording, representation, or video. Game Video includes all graphics, advertisements, statistics, and data associated therewith or added thereto. Game Video also includes all Video designated as "Game" or "Match" in the Platform.
- 15.24. **"Governing Laws"** and **"Governing Courts"** mean, for each Hudl Contracting Party, the laws and courts set out below:

Hudl Contracting party	Governing Laws	Governing Courts
Hudl, Inc.	The laws of the state of Nebraska, USA	The 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 Ltd.	The laws of the state of Nebraska, USA	The courts in Lancaster County, Nebraska, USA
Hudl (Beijing) Sports Technology Co., Ltd.	The laws of the People's Republic of China	The courts of the People's Republic of China
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
Hudl Ireland Limited	The laws of England and Wales	The courts of England and Wales
Hudl Japan K.K.	The laws of Japan	The courts of Tokyo, Japan
Wyscout S.p.A	The laws of Italy	The courts of Genoa, Italy
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 Singapore	The courts of Singapore
Hudl Spain, S.L.U.	The laws of Spain	The courts of Barcelona, Spain
Statsbomb Services Ltd.	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

- 15.25. **"Government Official"** means (a) any director, officer, employee, agent or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent or representative) of any government entity, or anyone otherwise acting in an official capacity on behalf of a government entity; (b) any political party, political party official, or political party employee; (c) any candidate for public or political office; (d) any royal or ruling family member; or (e) any agent or representative of any of those persons listed in (a) through (d).
- 15.26. **"Hardware"** means Hudl Hardware and Non-Hudl Hardware.
- 15.27. **"Hudl"** means the Hudl Contracting Party.
- 15.28. **"Hudl AI"** has the meaning given to it in Section 3.6.
- 15.29. **"Hudl Contracting Party"** means the member of the Hudl group set forth on the applicable Order. If Customer orders through a Reseller, the Hudl Contracting Party means the member of the Hudl group that has authorized the Reseller.
- 15.30. **"Hudl Customer Addendum"** has the meaning given to it in Section 6.2.
- 15.31. **"Hudl Fan Site"** means the services made available to individuals on the Hudl fan website, available at <https://www.fan.hudl.com>, private-labeled Hudl-operated sites, and related mobile applications. 15.32. **"Hudl Privacy Policy"** means the policy found at <https://www.hudl.com/privacy>, as it may be updated by Hudl or its Affiliates from time to time. 15.33. **"Hudl Product Addenda"** has the meaning given to it in Section 6.1.
- 15.34. **"Hudl Hardware"** means hardware manufactured by or exclusively for Hudl or its Affiliate(s).
- 15.35. **"Hudl Technology"** has the meaning given to it in Section 5.1.
- 15.36. **"Indemnified Products"** has the meaning given to it in Section 12.1.
- 15.37. **"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.
- 15.38. **"Invoice"** means an invoice issued by Hudl or a Reseller for Fees, pursuant to the Agreement.
- 15.39. **"Minors"** has the meaning given to it in Section 2.8.
- 15.40. **"Messages"** has the meaning given to it in Section 3.5.
- 15.41. **"MSA"** has the meaning given to it in the Preamble.
- 15.42. **"Non-Hudl Hardware"** means hardware that is not manufactured by or exclusively for Hudl or its Affiliate(s).
- 15.43. **"Open Exchange Service"** refers to the service provided by Hudl or its Affiliates that enables the open exchange, sharing, access, use, and download of Game Video (and all statistics and data associated with the Game Video) by, and among, Hudl, its Affiliates, customers, and third parties. Open Exchange Service includes, but is not limited to, any product designated as a "League Exchange," as well as Wyscout, Statsbomb, Volleymetrics, Hudl IQ, Instat, or any other product or feature with similar sharing functionality.
- 15.44. **"Order"** means the Hudl-issued order form or quote that has been signed by Customer and Hudl and references the MSA or signed agreement between the parties.
- 15.45. **"Output"** has the meaning given to it in Section 3.6.

- 15.46. **"Platform"** means the technology used to access the Services, found at www.basketball.instatscout.com, www.hockey.instatscout.com, www.hudl.com, www.wyscout.com, www.volleymetrics.com, www.recruit.co, www.balltime.com, www.vcloud.blueframetech.com, www.wimupro.wimucloud.com, www.statsbomb.com, APIs, or such other websites or technologies that may be offered by Hudl or its Affiliates from time to time.
- 15.47. **"Practice Video"** means footage, video, and video clips from any private sports practices or private training sessions, and any other footage, video, and video clips designated as practice video in the Products, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and others appearing in the Practice Video. Practice Video includes all statistics and data associated therewith. Practice Video is deemed Customer Data, provided that any copy of Practice Video shared with Video Recipients pursuant to Section 4.1 or otherwise by Customer to be shared shall be deemed Shared Data, not Customer Data.
- 15.48. **"Preamble"** means the opening unnumbered paragraphs of this MSA. The Preamble is part of the MSA.
- 15.49. **"Prompts"** has the meaning given to it in Section 3.6.
- 15.50. **"Products"** means the Services, Software, and Hardware ordered by Customer and identified in an Order. Products may also include Third-Party Services, whether or not specifically itemized on an Order. For clarity, Products do not include the Hudl Fan Site, but Products do include the functionality made available to Customers to configure fan-facing experiences, such as Hudl Streaming Services and Hudl Ticket Services.
- 15.51. **"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 or SOW.
- 15.52. **"Representatives"** has the meaning given to it in Section 8.3.
- 15.53. **"Requested Addenda"** has the meaning given to it in Section 6.3.
- 15.54. **"Reseller"** has the meaning given to it in Section 14.11.
- 15.55. **"Services"** means the online software and services described in the Order and the MSA that are accessed through the Platform. "Services" does not include any Content accessible through any Services.
- 15.56. **"Shared Data"** means the copy of Video that Customer has shared with Video Recipients or has otherwise authorized Hudl or its Affiliates to use, create, share, or sublicense as described in this Agreement, including the relevant Hudl Customer Addendum. For the avoidance of doubt, Practice Video used solely with analysis Products under Section 4.4 (and not shared with Video Recipients) is not Shared Data. Shared Data is not Customer Data. Shared Data is not Confidential Information of Customer.
- 15.57. **"Software"** means the locally installed programs and supporting documentation that Hudl includes as part of the Services which comprise the different software programs owned by Hudl in the Order. Software does not include any Content accessible through any Software.
- 15.58. **"Source Code"** means computer software in human readable form that is not suitable for machine execution without 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.
- 15.59. **"SOW"** means a statement of work relating to Professional Services agreed between Customer and Hudl. An SOW is incorporated into the applicable Order for Professional Services and forms part of the Agreement.
- 15.60. **"Subscription Term"** has the meaning given to it in Section 2.1.
- 15.61. **"Supplemental Addenda"** means, collectively, the applicable Hudl Product Addenda and Hudl Customer Addendum.
- 15.62. **"Taxes"** has the meaning given to it in Section 7.2.
- 15.63. **"Team"** means a sports team or roster of athletes associated with Customer. The specific scope, granularity, and account-level allocation of Teams, including any rules and any restrictions on Team allotments across sports, genders, age groups, or competitive levels, are further defined in the applicable Hudl Customer Addendum.
- 15.64. **"Term"** has the meaning given to it in Section 9.1.
- 15.65. **"Third Party Access Agreement"** has the meaning given to it in Section 2.4.
- 15.66. **"Third-Party Service"** has the meaning given to it in the Hudl Third-Party Services Addendum. Third-Party Service does not include any Content accessible through any Third-Party Service.

- 15.67. **"Usage Data"** means data and information related to Customer's use of the Products 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.
- 15.68. **"User Terms"** has the meaning given to it in the Preamble.
- 15.69. **"Video"** means any and all team or athlete video, Game Video, Practice 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.
- 15.70. **"Video Recipients"** has the meaning given to it in Section 4.1.

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