



Hudl BOCES Letter Agreement

August 16, 2019

To Whom It May Concern:

This letter agreement ("**Agreement**") confirms the understanding between Agile Sports Technologies, Inc. dba Hudl, 151 N. 8th Street Suite 200, Lincoln, NE, 68508 ("**Hudl**") and Delaware-Chenango-Madison-Otsego BOCES, 6678 County Road 32, Norwich, NY 13815 ("**BOCES**") in connection with the purchase of sports video software for teams and athletes ("**Hudl Software**") designed for use by K-12 athletic departments ("**Schools**") in the Delaware-Chenango-Madison-Otsego Boces School District ("**Territory**"). In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms set forth herein.

- Term. The initial term of this Agreement shall commence August 1, 2019 and continue until July 31, 2020 (the "**Initial Term**"). Upon mutual written agreement by the parties, the parties may elect to extend the Initial Term by successive one-year periods (each a "**Renewal Term**").
- BOCES' Obligations. BOCES agrees to purchase and distribute Hudl Software through both its Regional Information Center service and through cross-contract arrangements with other BOCES and Regional Information Centers to all Schools in the Territory throughout the Term of this Agreement. BOCES hereby agrees to: (i) be the primary provider of Hudl Software to the Schools in the Territory and (ii) pay for the Hudl Software on behalf of the Schools based upon the prices set forth in the attached **Schedule I** (the "**Price Schedule**"). BOCES will promptly provide Hudl with each School name and address. BOCES hereby agrees to the following on behalf of all participating Schools: (a) the Hudl Terms & Conditions of Use available at: <http://public.hudl.com/terms/> and attached hereto as **Exhibit A**; (b) the Hudl Software License Agreement available at: <http://public.hudl.com/eula/> and attached hereto as **Exhibit B**; and (c) any applicable purchase order or invoice, (together, the "**Hudl Subscription Agreements**"), the terms of which are all incorporated herein by reference. BOCES will mutually agree with Hudl on the best process to provide training to the participating Schools on how to access and use the Hudl Software.
- Hudl's Obligations. Hudl agrees to provide the Hudl Software in accordance with the terms of this Agreement and the Hudl Subscriptions Agreements. In the event of any conflict between this Agreement and the Hudl Subscription Agreements, this Agreement shall control.
- Fees and Pricing Terms. BOCES agrees to pay Hudl the fees as described in the Price Schedule. BOCES will pay Hudl the amounts set forth in the Price Schedule within thirty (30) days of receipt of Hudl's invoice for such sale.
- Ownership/Grant of Rights. Each party acknowledges and agrees that nothing grants to it any ownership rights in the publications, videos, copyrights, patents, names, trademarks, services marks, logos or other intellectual property ("**Property**") of the other party, and neither shall have any rights to use the Property of the other party, except as specifically expressly provided for under the Hudl Subscription Agreements.



6. Representations and Warranties. Each party warrants and represents that (i) it has the full right and authority to enter into this Agreement and has taken all requisite action to execute and perform this Agreement; (ii) it will use reasonable care in fulfilling its obligations under this Agreement to comply with applicable laws and regulations; and (iii) its execution and performance of this Agreement will not (with or without the giving of notice or the passage of time) conflict with, violate or breach any law, statute, rule or regulation, governing instruments or any agreement or contract to which it is a party or by which it or its assets are bound. Each party agrees that all other representations, warranties and disclaimers provided under the Hudl Subscription Agreements shall apply under this Agreement and are hereby incorporated by reference, to the extent not in conflict with the foregoing.

7. Incorporation of Hudl Subscription Agreements. Each party agrees to be bound by the confidentiality, indemnification, limitation of liability, and all other terms of the Hudl Subscription Agreements not otherwise in conflict with the express terms of this Agreement. BOCES shall use its best efforts to ensure Schools comply with the terms of this Agreement and the applicable terms of the Hudl Subscription Agreements. Hudl may terminate this agreement upon any breach by BOCES or any School of the terms of this Agreement or the Hudl Subscription Agreements that remains uncured for thirty (30) days following receipt of notice of such breach.

8. Assignment. Neither party may assign this Agreement without the prior written consent of the other party except (i) to an entity that it is controlled by, controlling or under common control with the relevant party, or (ii) in connection with a merger, sale of substantially all the relevant party's assets or similar transaction.

10. Miscellaneous.

10.1 The relationship between the parties is that of independent contractors and each party assumes full responsibility for each of its employees and will be solely responsible for the payment of compensation to its personnel. This letter agreement does not render either party as the agent or legal representative of the other party and does not create a partnership or joint venture between them. Each of the parties shall bear its own expenses in connection with fulfilling its obligations under this Agreement.

10.2 All notices under this letter Agreement must be in writing and sent by email with transmission acknowledgement, in person or by courier (Federal Express or UPS) to the addresses set forth in the recitals.

10.3 If any provision of this letter agreement is declared or found to be illegal, unenforceable or void, then such provision will be modified to the least extent necessary to render it valid and enforceable and the remainder of the letter agreement will continue in full force and effect. No delay or omission by either party hereto to exercise any right or power hereunder will impair such right or power or be construed to be a waiver thereof. This Agreement, together with the Hudl Subscription Agreements as attached constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no written or oral representations, understandings or agreements relative hereto which are not fully expressed herein. No change, amendment, waiver or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, amendment, waiver or discharge is sought to be enforced.



Agile Sports Technologies, Inc.
600 P St. | Lincoln, NE 68508 | 402-817-0060

11.4 This letter agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

If the foregoing accurately reflects your understanding of our arrangement and agreement, please sign below and return a copy of this letter to me.

Sincerely,

Agile Sports Technologies, Inc. dba Hudl

DocuSigned by:
Drew Henning
By: 7C5BC6A7A6E443B...

Name: Drew Henning

Title: Territory Manager - NY

Email: Drew.henning@hudl.com

ACCEPTED AND AGREED:

Delaware-Chenango-Madison-Otsego

By: _____

Name:

Title:

Email:



Schedule 1

Price Schedule

Hudl Subscriptions:

Hudl Silver:

- 1st Sport - \$800
- Additional Sports - \$400
- Full School Silver - \$2400

Hudl Gold:

- 1st Sport - \$1400
- Additional Sports - \$700
- Full School Gold - \$4200

Hudl Platinum:

- 1st Sport - \$3000
- Additional Sports - \$1500
- Full School Gold - \$9000

Hudl Assist: (available for FB, VB, BB, soccer, and LAX)

- Packages start at \$300 and can be customized

Hudl Sideline: (in game replay)

- 4 packages ranging from \$500-\$1500



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Exhibit A

Hudl Terms & Conditions of Use

Welcome to Hudl, and thanks for accessing our services. The services available on and through this website (the “**Services**” and the “**Site**”) are provided by Agile Sports Technologies, Inc. dba Hudl (“**Agile**”).

Your use of the Services is governed by these terms and conditions (this “**Agreement**”) and, if applicable, the Hudl Software License Agreement (“**EULA**”). By using the Services, you agree to be bound by this Agreement, whether you are a visitor, which means that you simply browse the Site or any of its applications, or you are a user with a registered account (“**Registered User**”). Agile may at any time in its sole discretion (i) modify this Agreement and such modification shall be effective once posted to the Site, (ii) change the Site, including eliminating or discontinuing any Services or other feature of the Site; and/or (iii) deny or terminate your use of and/or access to the Site.

You agree to be bound to any changes to this Agreement when you use the Services or access the Site immediately after any modification to this Agreement has been posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

The term “**User**” refers to any visitor to the Site or Registered User, unless provided otherwise. You are only authorized to use the Services if you agree to abide by all applicable laws, this Agreement and the EULA, if applicable. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Site or any of its applications and discontinue use of the Services immediately. If you wish to become a Registered User, communicate with other Users, and make full use of the Services, you must read this Agreement and indicate your acceptance during the registration process.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Eligibility.

Use of Services is void where prohibited. By using the Services, you represent to us that (a) any registration information that you submit is truthful, accurate and otherwise owned by (or licensed to) you; and (b) your use of the Services does not violate any applicable law or regulation.

2. Registration.

Browsing of the Site’s public pages is provided free of charge to any person. However, access to certain functionalities of the Site will require you to register with and/or provide certain information to us. We reserve the right to decline to provide Services to any person for any or no reason. When you sign up to become a Registered User, you will be asked to create a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another User at any time or disclose your password to any third party. You agree to notify us immediately if you suspect any



unauthorized use of your account or access to your password. You are solely responsible for any and all uses of your account.

In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Any such additional terms are hereby incorporated by reference into this Agreement.

3. Limited License.

Agile authorizes you to copy materials on this Site to your hard drive solely for the purpose of viewing and using the Services on your computer. You may also print portions of the Site in hard copy for the sole purpose of facilitating your personal, noncommercial use and retention of information from the Site.; provided, that (i) you must retain all trademark, copyright, and other proprietary notices contained in the original materials, (ii) you must provide attribution to Agile, and if possible provide a reference to the Site, (iii) the material must be printed in its entirety without modification, reformatting or adaptation of any kind, (iv) any such copies are subject to the terms and conditions of this Agreement and remain the property of Agile, and (v) you agree to advise any person to whom you share the materials as to this Agreement and they must agree to abide by this Agreement. You may not sell or modify the material or reproduce, republish, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose other than through the Services or the Site. Unauthorized use of the Services for any other purpose is prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Site or its content without our prior written permission. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Agile or others.

4. User Content.

Except as provided in the EULA or in this Agreement, Agile does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "**Content**") that you post or upload to the Site and/or through the Services ("**User Generated Content**"). After posting or uploading your User Generated Content to the Site and/or through the Services, you continue to retain all your ownership rights in such User Generated Content except as set forth in the EULA or in this Agreement.

You are solely responsible for any third party Content in your User Generated Content and for the use of the User Generated Content, including on our Site and through the Services. We reserve the right to remove such Content, your User Generated Content and/or any other content in our sole and absolute discretion.

In addition, the Site and/or Services may contain Content, under license to Agile from one or more third parties, in which you are featured and/or visible or which includes your name, sobriquet, professional name, image,



likenesses, other identifications, and biographical material (“**User Featured Content**” and together, with User Generated Content, “**User Content**”).

You hereby grant to us and our licensees, distributors, agents, independent contractors, representatives and other authorized users (collectively, the “**Agile Entities**”), a perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such User Content, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on the Site or any related or affiliated sites, on third party web sites, cable networks and stations, broadband and wireless platforms, and or on any other products and services) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the “**Content License**”). You appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm, fully utilize, or enforce the grant of rights, consents, agreements, assignments and waivers set forth in this Agreement.

You represent and warrant to us that:

- (i) you own the User Generated Content or otherwise have the legal right to post or transmit the User Generated Content in accordance with the terms of this Agreement,
- (ii) the posting or other transmission of the User Generated Content on or through the Services or Site or otherwise by Agile or the Agile Entities does not violate the privacy rights, publicity rights, intellectual property rights (copyrights, patents, trademarks), contract rights or any other rights of any person or entity,
- (iii) without limiting this Agreement, you have provided your consent to the use of User Featured Content to your school and/or applicable athletic organization from which Agile has obtained, directly or indirectly, such User Feature Content. To the extent that any of the User Content on the Site and/or Services features a child of User under the age of 18, User is deemed to have consented to the Content License on such child’s behalf and the foregoing representations with regard to such Content, and such child shall also be deemed to be a User for purposes of this Agreement.;
- (iv) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by us of any of the rights herein granted You have secured and will maintain all rights necessary for us to use and enjoy the rights herein granted. You have not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to us; and



- (v) If you are under eighteen (18) years of age, you further warrant and represent that you either: (I) are an emancipated minor, or (II) possess legal parental or guardian consent to enter into this agreement and use the site and services.
- (vi) To the extent any “moral rights,” “ancillary rights,” or similar rights in or to the User Content exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or the Agile Entities, and you shall procure the same agreement not to enforce from any others who may possess such rights. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to or through the Services.

5. Infringing Content; Digital Millennium Copyright Act

We reserve the right to remove any User Content that is alleged to infringe the copyright of a third party or otherwise violates any third party rights and/or to suspend or terminate a User’s access privileges in the event of repeat infringement by a User.

If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Services, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;
- (ii) a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- (iii) if applicable, a description of where the material that you claim is infringing is located on the Site;
- (iv) your address, telephone number, and email address;
- (v) a written 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 or with regard to the rights violated; and
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate.

Our designated (“**Copyright Agent**”) to receive notifications of claimed infringement is Mark Ketcham, who may be contacted by email at legal@hudl.com or by mail at 151 North 8th Street, Suite 250, Lincoln, NE 68508. If you believe that your User Content 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 material in your User Content, you may send a counter-notice pursuant to the DMCA containing the following information to the Copyright Agent:



- (i) your physical or electronic signature;
- (ii) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- (iii) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Nebraska, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Agile 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 User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored.

6. Agile Intellectual Property.

The Site and the Services, as well as certain Content available therein (together, “**Agile Intellectual Property**”), are protected by copyright, trademark, patent, trade secret and other intellectual property laws in the United States and other countries, and Agile owns and retains all such rights in the Agile Intellectual Property.

Without limiting the foregoing, Agile, Hudl, the Hudl logo, are trademarks of Agile, protected under international law, the laws of the United States and other countries. Other parties’ trademarks used, depicted or identified on this Site are the property of their respective owners, used here by permission, and may be registered in one or more countries. Use on this Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply Agile’s affiliation with or endorsement of that party, or that party’s sponsorship or endorsement of Agile and their products or services.

7. User Conduct.

You agree not to use the Services or the Site to take any action(s) that, (and your continued use of the Site and Services are conditioned on not taking any action(s) that):

- patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- solicits personal information; provides any User telephone numbers, street addresses, last names, URLs or email addresses; involves the transmission of “junk mail,” “chain letters,” or “unsolicited mass



mailing”, “instant messaging”, “phishing”, “spimming” or “spamming”; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated files;
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- are contrary to Agile’s public image, goodwill, or reputation;
- infringe on our or any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- express or imply that any of your statements, activities or causes are endorsed by us, without our prior written consent in each instance;
- transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;
- “frame” or “mirror” any part of the Site without our prior written authorization;
- distribute any virus, worm or other similar or deleterious files, scripts or programming routines;
- interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of Agile or its licensors or suppliers;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any submission; and/or
- execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Website’s servers or any data not intended for you.

Further, you agree not to use the Services or the Site to participate in:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files,



copyright infringement, patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties;

- advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Agile reserves the right to restrict the number of emails that a User may send to other Users;

You agree not to use the Services or the Site in any manner that violates or is otherwise not in accordance with the terms of the subscription package in which you are currently enrolled (“**Account**”). Any violation of the following usage rules may result suspension of the Services and/or loss of Account access:

- Each Account may be utilized by one “Team,” meaning one gender of one sport, from one institution (either a school or a club).
 - Only one sport is permitted per Account. For example, Basketball film cannot be uploaded to a Football account and vice versa.
 - Only one gender is permitted per Account, regardless of sport. For example, Girls’ Basketball cannot upload film to the Boys’ Basketball account and vice versa.
- Unlimited Game footage is limited to Game footage. Practice and Opponent Scout film will count against the storage hours available in your selected subscription package.
 - Attempts to game the system by misclassifying Practice and Opponent Scout film as Game film will result in immediate Account suspension.
- Each Team is permitted to subclassify into “Sub-Teams.” The number of Sub-Teams per Account shall be as follows:
 - Club & Youth: 1 Team per Account; 0 Sub-Teams. For example, a Football team for 12U may only upload 12U film. 11U and 10U would require separate Accounts, though they may be associated under the same organization.
 - High School: 1 Team per Account; 4 Sub-Teams. For example, Boys’ Football may have separate Sub-Teams for the Freshman, Sophomore, JV and Varsity rosters.



- College: 1 Team per Account; 2 Sub-Teams. For example, Mens' Football may subclassify into separate Sub-Teams for (a) starters and reserves or (b) offense and defense.
- If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own Account.

You agree not to attempt to impersonate another User or other individual, and you acknowledge that the Services are for public and not private communications and that you have no expectation of privacy with regard to any User Content. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any User Content on this Site is at your own risk.

If you become aware of misuse of the Services by any person, please contact Agile at legal@hudl.com. Agile reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Site or Services at any time, for any or no reason, with or without prior notice, and without liability.

You agree to indemnify and hold Agile, the Agile Entities, and their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site and Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any User Content posted on the Site or through the Services causes Agile to be liable to another third party or User.

8. Privacy.

You agree to the terms of the Agile [Privacy Policy](#), as it may be updated from time to time, a copy of which is posted on the Site.

9. Links to Other Sites.

The Site contains links to web sites not operated or maintained by Agile. These links are provided solely as a convenience to you and not as an endorsement by Agile of the contents of such third party web sites. Agile 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 web sites, you do so at your own risk, and waive any and all claims against Agile regarding the inclusion of links to outside web sites or your use of those web sites.

10. Disclaimers.

DISCLAIMERS OF WARRANTIES: AGILE DOES NOT WARRANT THAT THE SITE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THIS SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND/OR OTHER HARMFUL MATERIALS. IF YOUR USE OF THE SITE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, AGILE IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE AND SERVICES ARE PROVIDED



ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AGILE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. AGILE MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER AGILE NOR THE AGILE ENTITIES OR THEIR DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, ARISING FROM THE USE OF THIS SITE AND SERVICES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDY: IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE SERVICES.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions. Agile makes no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the content of this site and the provisions of this Agreement.

11. Dispute Resolution.

This Agreement shall be interpreted, construed and governed by the laws of the State of Nebraska, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Agile shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief.

12. Other Miscellaneous Terms.

Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Agile’s failure to expressly enforce any provision of this Agreement does not waive its rights to enforce that or any other provision. Agile may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder (in whole or in part) in its sole discretion.

13. NCAA Regulations / Other Regulations.



Agile Sports Technologies, Inc.
600 P St. | Lincoln, NE 68508 | 402-817-0060

Agile is in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with the Site, including your use of the Services. Accordingly, you are responsible for knowing and complying with the NCAA's rules, regulations, and laws or other similar rules, regulations, and laws (collectively, "NCAA Regulations"). Agile is not responsible if you do not abide by NCAA Regulations (or any other similar rules or regulations) in connection with your use of the Site, and/or Services. If you act in violation of the NCAA Regulations, Agile may take reasonable steps in response, including, but not limited to, termination of your access to and use of the Site and/or reporting of such conduct to the NCAA, the authorities, or other appropriate entity. Agile does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).

14. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Updated May 6, 2015



Exhibit B

Hudl Software License Agreement

NOTICE: PLEASE READ THIS CONTRACT CAREFULLY. THIS IS A LICENSE AGREEMENT (“AGREEMENT”) BETWEEN YOU AS THE LICENSEE AND AGILE SPORTS TECHNOLOGIES, INC. DBA HUDL (“AGILE”) AS THE LICENSOR. THE SOFTWARE IS LICENSED FOR USE ONLY PURSUANT TO THE TERMS SET FORTH HEREIN. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THE TERM “YOU” OR “LICENSEE” SHALL MEAN THE LEGAL ENTITY FOR WHICH THE SOFTWARE HAS BEEN OBTAINED AND ON WHOSE BEHALF IT IS USED, AS INDICATED IN YOUR ORDER (E.G., THE SCHOOL OR ATHLETIC ORGANIZATION). IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE.

THE PERSON PLACING THIS ORDER REPRESENTS THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE LICENSEE.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF YOUR INITIAL ORDER (“EFFECTIVE DATE”).

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1.1 “Client Software” means those elements of the Software intended for installation on laptops or other personal computers.

1.2 “Coaching Data” means Licensee coaching tools and data, such as voice, telestration and textual annotations of Video Content, playbooks, diagrams, coaching presentation and testing materials, and communications among End Users, as contained in the Software. Coaching Data does not include Coach Contact Information.

1.3 “Coach Contact Information” means name, email address, phone number, and any other contact information of any coaches provided by Licensee to Agile.

1.4 “Documentation” means the standard user, operations and training manuals that Agile makes available to its licensees generally in connection with the Software.

1.5 “End Users” means members of each Licensee Team and such Team’s respective coaching and support staff.

1.6 “Enhancements” means improvements, updates, fixes, or version upgrades which offer enhancements to the functionality, performance or reliability of the Software and that are made available by Agile to its licensees generally; provided, however, that Enhancements shall not include any new platforms, modules or other software that Agile may develop from time to time, which are generally licensed separately by Agile.

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1.9 “Statistical Data” means Team rosters and performance statistics for each Team and End User, as inputted by Licensee into the Software.

1.10 “Team” means each athletic team identified in an order for which Licensee has paid in full any amounts owed under this Agreement.

1.11 “Video Content” means any and all Team, End User video clips and other game or practice film, uploaded by Licensee to the Software, including, the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes and other reproductions of the physical likeness and sound of the players, coaches, and all others appearing in the Video Content.

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- (iii) Vital Information: the non-exclusive, royalty-free and perpetual right to all Intellectual Property Rights of Licensee in the Vital Information to use the Vital Information in connection with the Software, on Agile’s website and otherwise in connection with the Video Content.
- (iv) Statistical Data: the non-exclusive, royalty-free and perpetual right, to all Intellectual Property Rights of Licensee to use the Statistical Data in any manner in connection with the Video Content.
- (v) Hosting: Without limiting the above, Agile may sublicense the rights in this Section 2 during the Term as necessary to enable any third party hosting of the Software.

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Agile will provide Licensee with the maintenance and support services for the Software indicated on Licensee's order, subject to Licensee's payment of the fees as set forth in Section 7 below.

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7.2 Credit Card Payments. By signing up for Hudl with a credit card, you are expressly agreeing that we are authorized to charge you the annual membership fee at the then current rate plus any applicable tax, and any other charges you may incur in connection with your use of Hudl. Please note that prices and charges are subject to change with notice. Your Hudl account, which may start with a free trial portion, will continue in effect unless and until you cancel your account or we terminate it. You must cancel your account before it renews each year in order to avoid billing of the next period's account fees to your credit card. We will bill the account fee at the then current rate plus any applicable tax to the credit card you provide to us during registration (or to a different credit card if you change your account information). Account fees are fully earned upon payment. You may cancel your Hudl account at any time, and cancellation will be effective immediately. We do not provide refunds or credits for any partial-period accounts.

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The term of this Agreement shall commence upon the Effective Date and will continue for an initial period, as specified in Licensee's initial order, and thereafter shall be automatically renewed on an annual basis, as specified in an order, for so long as Licensee's order(s) are in effect (the "Term"), unless otherwise terminated, as provided below. Licensee may provide notice of cancellation of the use of the Software by one or more Teams, or this Agreement, at any time prior to the expiration of the then-current annual term. Agile may terminate this Agreement if Licensee materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. Upon termination, Licensee shall have no further rights hereunder and shall promptly remove the Software and Enhancements from each and every Licensee and End User computer.

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10.2 Agile represents to Licensee that it has the authority to enter into this Agreement and perform its obligations under this Agreement.

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Licensee agrees to indemnify and hold Agile, its affiliates, and their respective directors, officers, and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Licensee's breach of this Agreement, including any representations and warranties set forth above. This Section 12 shall survive any termination or expiration of this Agreement.

13. Limitation of Liability.

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In the event Licensee becomes aware of any infringement by a third party of the Video Content and/or the Statistical Data, Licensee shall promptly notify Agile. In the event Agile becomes aware of, or is notified by Licensee of, any infringement by a third party of the Video Content and/or the Statistical Data, Licensee shall cooperate with Agile, at Agile's reasonable request and at Agile's expense, in preparing any communications and/or bringing and prosecuting any action or suit with regard to such infringement.

15. Miscellaneous.

If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The parties' relationship is that of independent contractors. Agile may assign this Agreement or any of its rights or obligations hereunder (in whole or in part) without Licensee's consent. Licensee may not assign this Agreement without the prior written consent of Agile. This Agreement is governed by the laws of the State of Nebraska, except for its conflict of laws provisions. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts; provided, however, that Agile shall have the right to commence and prosecute any legal or equitable action or proceeding before any other U.S. court of competent jurisdiction to obtain injunctive or other relief. Any notices must be given in writing to the other party at the contact information indicated on an order(s) or Agile's website, and shall be deemed given immediately upon personal delivery, three (3) days after deposit in the United States mail by certified or registered mail, one (1) day after overnight express courier; or upon confirmed transmission by fax or confirmed email receipt.