



# SCHOOL BROADCAST PROGRAM

## "Two Unit Special" Pixellot Use Agreement

School: Davis Senior High School  
 Address: 315 W 14th Street  
 City, State, Zip: Davis, CA 95616

Effective Date: 11-1-19

This Two Unit Special Agreement (our "Agreement") will serve as confirmation of the involvement of Davis Senior High ("School") in the NFHS Network School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

\$5000  
 In consideration of a one-time fee of \$5000, PlayOn will provide School with access to (2) units of hardware and software ("Pixellot Systems") for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- Pixellot camera head
- Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- Pixellot real-time stitching technology
- Automated production for supported sports; new sports will be added as released
- Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- Protective cabinet for workstation, if needed
- Software upgrades (while the Agreement is in effect)

**Installation Services of the unit(s): (Check one)**

Provided by PlayOn	<input type="checkbox"/>	Responsibility of School	<input checked="" type="checkbox"/>
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**Pricing for the Agreement\*\*†:**

Description	No. Units	Unit Price	Sub Total
One-time Fee	<u>2</u>		<u>2500-</u>
Installation Services			
Extra Accessories (if applicable)			
Total Due			<u>5000-</u>

\*School may purchase a wireless score data device (if venue is compatible) for an additional \$500, for which School will be invoiced

†School may purchase a Point to Point wireless internet base station (price variable) if School does not have hard-line internet available at Pixellot venue

**PlayOn provides the following software and services\*:**

- A branded School video portal on [www.nfhsnetwork.com](http://www.nfhsnetwork.com) for all Schools
- PlayOn proprietary software (*PlayOn! Manager*) for the complete management of School-based events including scheduling, event information, and event availability.
- E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- Standard on-call customer support, training, software updates, software support, and software licenses. The cost of the annual software license for the PlayOn Software is waived as part of the Agreement.
- An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program

\*PlayOn software and services are subject to additional terms and standard license agreements provided with those items.

**Broadcast Rights and Event Content:**

**Regular Season Event Broadcasts.** School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating these restrictions. For the sake of clarity, School shall also broadcast via the Pixellot System on the NFHS Network any regular season event that is broadcast on linear television by a third party.

**Postseason Event Broadcasts.** School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot system installed in the venue where the event takes place. State Association rights fees for State Postseason events produced by Pixellot



Systems at School venues will be waived since the event will be distributed exclusively on the NFHS Network.

**Practices.** School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as “private” and not available for viewing by consumers.

**Content Syndication.** PlayOn retains the right to syndicate the content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. PlayOn may syndicate content such as game highlights to promote and market School, its Schools, and the NFHS Network. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs. Notwithstanding the foregoing, School has the right to download School-produced events and upload the content into a game-film-analysis platform for use by coaches, provided that the full-length events are not generally available to consumers.

**Event Content.** School shall be solely responsible for all event content produced by School using the Software and distribution system contemplated hereunder, including securing any and all releases, consents, waivers and other necessary rights from any third parties and complying with all applicable law. School agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot system will not be turned on except for scheduled events and required system maintenance.

**Consumer Subscription Platform.** All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify school in writing of any such modifications.

**School-sold Sponsorships.** School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

**Network Advertising.** PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to *NFHS Network Commercial Materials Guidelines*. Guidelines are provided in **Exhibit B**.

**Third Party Relationships.** Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for any third-party relationships School enters into.

## **Terms and Conditions**

**Term of Contract.** This Agreement is effective as of the Effective Date and continues for an Initial Term of five (5) complete school years, with the first school year beginning on next August 1 that follows the Effective Date unless earlier terminated as provided herein.

After the Initial Term, the Agreement will remain in effect until terminated. School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if the term is extended.

Additionally, at any time after the end of the third year of the Initial Term, PlayOn may terminate this Agreement without cause and remove the Pixellot System on 30 days' notice to School. PlayOn may also terminate this Agreement and remove the Pixellot system immediately, if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot systems at its own expense.

**Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts.

**Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The “Software” consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal ([www.nfhsnetwork.com](http://www.nfhsnetwork.com)). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms (“EULA”) and School agrees to comply with all such terms. The Pixellot EULA will be provided at School request.

**Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g.



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UPS) to all boxes, equipment, and components.

**Installation of Pixellot Systems.** The Party marked above under the caption "Installation Services" shall perform the initial installation of the Pixellot Systems. If installation is School's responsibility, School shall install each Pixellot System within 60 days of delivery to School. PlayOn may terminate this Agreement if School does not complete installation by this deadline.

**Revenue Sharing.** School will receive ten percent (10%) of the Net Revenue ("Revenue Share") attributed to School's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a minimum price point set by PlayOn ("Annual Base Price"). School may set the price point for the online sale of these Annual subscription passes at or above the Annual Base Price and will receive one hundred percent (100%) of the markup between the selling price and the Annual Base Price.

**Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If School produces regular season content on an alternative streaming platform in violation of the Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and July 31<sup>st</sup>. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate subscription proceeds within a school year to receive a check.

### Special Terms

**Ownership and Return of the Pixellot System.** PlayOn is providing the Pixellot Systems for School use during the term of this Agreement. It is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn's property and PlayOn will remove the Pixellot Systems from School if this Agreement terminates for any reason. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

**Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken units during the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.

**Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide the game schedules for all teams in all sports that occur in the venue where the Pixellot System is installed. Schedules can be provided in a mutually acceptable format. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

If School's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School's Pixellot system(s).

**Marketing.** School must use reasonable efforts to link school and team social media platforms to PlayOn scheduling system; automated "game time alert" social posts will be generated and shared to School social media accounts.

School agrees that PlayOn may market school's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, Maxpreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.

**Confidentiality.** The terms of this Agreement are commercially sensitive and are PlayOn's confidential information. Accordingly, School may not disclose the financial or other terms of this agreement (including that School is receiving Pixellot Systems at no charge) to any non-affiliated party without PlayOn's prior written consent. If School is required or ordered to disclose the terms of this Agreement for any reason, including any open records request, before doing School must first notify PlayOn and give PlayOn an opportunity to request a limit to the disclosure request.

**Indemnification for IP Infringement.** PlayOn shall indemnify School against any claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT.

[Signatures on Next Page]



# SCHOOL BROADCAST PROGRAM

\*\*\*Complete the information below and fax entire document to 404.920.3199\*\*\*

Signed:

Date:

11/1/19

*Mark Rothberg*

Mark Rothberg  
Vice President, School Broadcast Program  
PlayOn! Sports

### Accepted by School:

Signature:

Name:

Title:

Email:

School:

*Bruce Colby*  
*Chef Business + Operations Officer*  
*bcolby@djUSD.net*  
*Davis Joint Unified School District*

Primary Contact:

Email:

Mobile Number:

*Jeff Lorensen*  
*jlorenson@djUSD.net*  
*916-529-3978*

Bookkeeper:

Email:

Phone Number:

*Laurie Williams, Athletic Secretary*  
*lwilliams@djUSD.net*  
*530-757-5400 x125*

IT/Network Contact:

Email:

*Marci Bernard*  
*mbernard@djUSD.net*

Shipping Address for Pixellot Systems:

School Address

OR

Different Address (write below)

*Davis Senior High*  
*315 W 14th St*  
*Davis, CA 95616*

Subscription Revenue Check Made Out to:

*Davis Senior High School Athletics*



**EXHIBIT A**

**NETWORK CONFIGURATION REQUIREMENTS**

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

Whitelist all **outbound** HTTP/S traffic to **logmein.com**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

<b>Port #</b>	<b>Protocol</b>	<b>Purpose</b>	<b>Application</b>
1935	TCP	Video streaming	RTMP
443	TCP	Remote Management	https, agent
4444	TCP	Performance Monitoring	
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077	UDP	Video streaming	ZIXI broadcaster
2088			
53	TCP+UDP	DNS Name management	
1401			
1402	TCP	Sportzcast (Score data integration tool)	
1403			

**Network Configuration to Watch Video**

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

**Additional Note:**

You may need to disable any content filters or filtering applications for the VPU's IP address.



**EXHIBIT B**

**NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES**

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.