

**CONTRACT NAME: AGREEMENT BETWEEN AGILE SPORTS TECHNOLOGIES, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is between Agile Sports Technologies, Inc. DBA Hudl and DJUSD. This is a service used by Davis Senior High School's football and basketball teams and allows coaches and student athletes to review previous game films and to share game films with other schools. Athletes are also able to create highlight videos to send to college recruiters.

The cost of this service is \$400 and is paid with the site athletic budget.

## Terms and Conditions Addendum

This Choice of Law Addendum ("Addendum"), effective as of 07 November 2016 (the "Effective Date"), is entered into between the Davis Joint Unified School District (DJUSD), located at 315 W. 14<sup>th</sup> Street, Davis, CA 95616 ("Davis"), and Agile Sports Technologies, Inc. dba Hudl, a Delaware corporation with its principal place of business located at 151 N. 8<sup>th</sup> Street, Suite 250, Lincoln, NE 68508 ("Hudl", and together with Davis, the "Parties").

WHEREAS, Davis requires all companies providing service to allow California state law to govern the terms and conditions of the agreement; and

WHEREAS, Hudl's current choice of law provision, as included within Hudl's Terms and Conditions, available at <http://www.hudl.com/terms> ("Terms"), designates Nebraska state law as governing; and

WHEREAS, the Parties wish to enter into a mutually beneficial contract.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and within Hudl's Terms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Choice of Law. This Addendum and all related documents and matters arising out of or relating to this Addendum, are governed by, and construed in accordance with, the laws of the State of California, United States of America, including Cal. Civ. Code § 1646.5, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

Davis Joint Unified School District

By \_\_\_\_\_

Bruce Colby

Associate Superintendent, DJUSD

Date:

Agile Sports Technologies, Inc. dba Hudl

By \_\_\_\_\_

Daniel J. Hill

Legal Counsel

Date:

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# 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. (“**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](mailto: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, phishing, 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](mailto: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 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, "b"). 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*

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# Privacy Policy

Your privacy is important to Agile Sports Technologies, Inc. dba Hudl (“**Hudl**”). This Privacy Policy covers how we may collect, use, disclose, transfer, and store your information. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

## 1. Collection and Use of Personal Information

Personal information is data that can be used to uniquely identify or contact a single person. We may use personal information to provide our products and services, as well as for purposes such as auditing, data analysis, and research to improve Hudl's products, services, and customer communications. You may be asked to provide personal information when in contact with Hudl. Hudl and its partners may share personal information and use it as described in this Privacy Policy. Such information may be combined with other information to provide and improve products, services, content, and advertising. By providing us with personal information about yourself through any means, you consent to the collection, use, disclosure and transfer of that information, and to us sending you marketing communications related to our products and services. If you do not provide us with requested personal information we may not be able to provide you with some or all of Hudl's products and services.

## 2. Personal Information We Collect

When you visit our websites, download or install a software application, create a registered user account, purchase a product, register a product, complete a survey or download a software update, we may collect information, including: name, mailing address, phone number, email address, athlete profile information

(as described in Section 5 below), contact preferences, credit card information and payment history.

We may also collect such information when you contact us in person (for example, at clinics, conferences, workshops, seminars and other events), via telephone, facsimile or email. When you send us an email, that address will be recorded automatically for purposes of replying to your email. Otherwise, we will use the email address you provide on request for regular communications with you. By providing your email address, you are subscribing to our newsletter and product updates, which may include information about new features and new services. You may unsubscribe from this content by following the steps detailed in the email footer.

We may receive and store certain types of website usage information when you visit our websites. Website usage information helps us determine how visitors arrive, what type of content is most popular and which visitors are interested in particular content and advertising. We may collect the page visited, the time, the source of the request, the type of browser making the request, the preceding page view and other information about your engagement. We may also collect your IP address and your Device Identifier. A Device Identifier is a number automatically assigned to the computer, cell phone or tablet used to access the Internet. We may associate your Device Identifier with the personal information you provide.

Certain of our websites can be used anonymously. We do not collect personally identifiable information about you if you only browse such sites. However, if you choose to access our websites anonymously, we may not be able to provide you with particular products or services. We do collect personal information if you provide any such personal information, register as a user, provide details at an event, complete a survey or supply personal details through any other form of correspondence. Hudl uses this information to provide products and services, as well as for billing, identification, authentication, products and services improvement, contact and research purposes.

#### *Information Collected for Software Analytics*

In order to improve our software and user experience, we may collect and store certain information about you and your use of our software. This information may include: date; time; computer identity; operating system; language; region; log preferences; registration key; license level; license code; license code status;

code registration date; last validation date; ethernet address; IP address; mac address; licensed software name and version; OS version; and any other information about user actions required to improve, support and maintain our software.

### 3. Cookies

A cookie is a small amount of data which often includes an anonymous unique identifier that is sent to your browser from a website and stored on your computer's hard drive. We use cookies to record current session information, but do not use permanent cookies.

### 4. Web Beacons

Our website contains electronic images (generally, single-pixel .gif images) called "web beacons." Web beacons allow Hudl and third parties to monitor and collect information about the viewer of the web page, web-based document, e-mail message or other communication, such as the type of browser requesting the web beacon, the Device Identifier of the device that the web beacon is sent to and the time the web beacon was viewed. Hudl uses web beacons to count web browsers, visits and page views. It also uses beacons to monitor traffic and conversion patterns, to personalize your experience, including advertising and content, and to determine whether or not messages were opened, links were clicked or notifications/offers were acted upon.

### 5. Athlete Profile Pages

These pages may contain: name, home and email addresses, phone number, school (name, city and state), graduation year, GPA, ACT/SAT scores, transcript parent/guardian information (name, relation, e-mail and phone), age, birth date, photograph, height, weight, jersey number, twitter handle, sports position, performance scores (40-yd-dash, agility shuffle, powerball, vertical jump), speed and strength information, sports awards and sports videos featuring the athlete. This information can be accessed by the athlete, coaches, team administrators and verified recruiters. The public will have limited access, excluding: phone number, age, birth date, graduation year, home and email addresses, GPA,

ACT/SAT scores and transcript parent/guardian information (name, relation, e-mail and phone) and sports awards.

## 6. Data Storage

Hudl uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Hudl website, and such third party vendors may collect and store your data on behalf of Hudl. Hudl owns the code, databases and all rights to therein. Hudl incorporates reasonable safeguards to help protect and secure your personal information. However, no data transmission over the Internet, or wireless transmission, or electronic storage of information can be guaranteed to be 100% secure. Please note that Hudl cannot ensure or warrant the security of any information you transmit to Agile Sports via its websites and or products, and you do so at your own risk. The websites are general audience websites.

## 7. Disclosure to Third Parties

Personal information is not shared with or sold to other organizations for commercial purposes, except to provide products or services you've requested, when we have your permission, or under the following circumstances:

- It is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Terms of Service, or as otherwise required by law.
- If Hudl is acquired by or merged with another company. If this happens we will notify you before information is transferred.
- We share information with our partners, licensees, agents, representatives, distributors, independent contractors and/or authorized third party.

## 8. Hosted Service Partners and Their Privacy Options

Our network advertising partners include Facebook, Google, Twitter, and their advertising networks. Facebook and Google use cookies, web beacons, and similar technologies to collect information and use that information to provide

measurement services and target ads. You can opt-out of Facebook collection [here](#). You can opt out of Google analytics [here](#). You can adjust other Google privacy setting [here](#). Twitter uses conversion tracking and tailored audiences products for advertisements. You can modify your Twitter privacy settings [here](#).

## 9. Children

We do not knowingly collect personal information from children under 13 and we will delete any information later determined to have been collected from a user younger than 13.

## 10. Online Training

Online Training Sessions are governed by the privacy policy of a separate company, Citrix. You can find their privacy policy [here](#).

## 11. Tracking

This website does not respond to do not track settings in browsers.

## 12. Our Company-Wide Commitment to Your Privacy

Hudl is committed to the protection of your personal information. To make sure your personal information is secure, we communicate our privacy and security guidelines to Hudl employees and strictly enforce privacy safeguards within the company. Please read this policy before visiting our websites, accessing our services, or providing any personal information to Hudl. If you wish not to have your information used and disclosed as provided in this policy please do not provide such information, or contact [support@hudl.com](mailto:support@hudl.com) for further assistance. In doing so, please understand that your access to information, services and other benefits may be substantially limited.

## 13. Changes

Hudl may periodically update this policy. By using the websites and products, you acknowledge your agreement to the terms of this Privacy Policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the email address specified in your membership account or by placing a prominent notice on our website.

## 14. Privacy Questions

If you have any questions or concerns about Hudl's Privacy Policy or data processing, please contact Hudl at: [legal@hudl.com](mailto:legal@hudl.com)

*Effective Date: April 1, 2016*

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