



SCHOOL BROADCAST PROGRAM

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

Effective Date:

This letter (our "Agreement") will serve as confirmation of the involvement of William S. Hart Union High School District ("DISTRICT" or "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, DISTRICT and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement. For the sake of clarity, "DISTRICT" may refer throughout the Agreement to the school district itself, one or more of DISTRICT high schools, or both.

PlayOn will provide fifteen (15) units of hardware and software ("Pixellot Systems") for DISTRICT's use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Pixellot real-time stitching technology
- d. Automated production for supported sports; new sports will be added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point to Point wireless internet base station (if School does not have hard-line internet available at Pixellot venue)

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

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

Description	No. Units	Unit Price	Sub Total
Installation Services			
Extra Accessories (if applicable)			
Total Due			\$0.00

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

Pixellot Systems will be installed at the following DISTRICT venues:

At each DISTRICT high school (School, or collectively, Schools), a Pixellot System will be installed in the main basketball gym and in the football stadium.

- 1. Canyon
- 2. Castaic
- 3. Golden Valley
- 4. Hart
- 5. Saugus
- 6. Valencia
- 7. West Ranch
- 8. College of the Canyons* (single field unit)

PlayOn provides the following software and services*:

- a. A branded School video portal on www.nfhsnetwork.com for all Schools
- b. PlayOn proprietary software (*PlayOn! Manager*) for the complete management of School-based events including scheduling, event information, and event availability.
- c. 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")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. 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.
- f. An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program

Broadcast Rights and Event Content:

Regular Season Event Broadcasts. DISTRICT 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.). DISTRICT 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. DISTRICT will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. DISTRICT 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, DISTRICT 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. DISTRICT 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 DISTRICT venues will be waived since the event will be distributed exclusively on the NFHS Network.

Practices. DISTRICT may use the Pixellot Systems to schedule and record practices for internal use by DISTRICT. DISTRICT 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 DISTRICT, 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 DISTRICT), DISTRICT will receive a revenue share based on net sales, less fulfillment costs. Notwithstanding the foregoing, DISTRICT has the right to download DISTRICT-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. DISTRICT retains the right to refuse such content syndication if designated distribution platform is inconsistent with either the: the mission of DISTRICT, or general DISTRICT guidelines for the appropriateness for viewing by the school district's student population.

Event Content. DISTRICT shall be solely responsible for all event content produced by DISTRICT 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. DISTRICT 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 DISTRICT, PlayOn will remove DISTRICT produced events on the DISTRICT 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. DISTRICT may include sponsorship elements within the broadcast of DISTRICT events in its School video portals. DISTRICT keeps 100% of all sponsorship sales made by DISTRICT from local sponsors.

Network Advertising. PlayOn may advertise on any DISTRICT video portal and within any DISTRICT 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**; provided that DISTRICT shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the DISTRICT video portal, that is inconsistent with DISTRICT standards for appropriateness for viewing by the school district's student population.

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

If DISTRICT elects to terminate the Agreement at any time before the end of the Initial Term, DISTRICT is obligated to pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot system. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems that are to be terminated by two thousand-five hundred dollars. DISTRICT acknowledges that the Pixellot systems are being provided to DISTRICT at a subsidized price in consideration of the licenses granted by DISTRICT and the revenue that PlayOn expects to receive from such licenses over the course of the Term. DISTRICT agrees that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

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 DISTRICT. After the Initial Term, the Agreement will remain in effect until terminated. DISTRICT 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.

PlayOn may terminate this Agreement and remove the Pixellot system immediately, if DISTRICT 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 DISTRICT 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, DISTRICT has the right to terminate the Agreement and PlayOn will remove the Pixellot systems at its own expense.

Internet Connectivity. DISTRICT 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 Contract, PlayOn grants DISTRICT 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. DISTRICT 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 DISTRICT pages on the NFHS Network video portal (www.nfhsnetwork.com). DISTRICT 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, DISTRICT agrees not to reproduce the Software or PlayOn's intellectual property. DISTRICT acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and DISTRICT agrees to comply with all such terms. The Pixellot EULA will be provided at DISTRICT request.

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

Receipt of Goods. Upon delivery of the Pixellot Systems, DISTRICT will inspect all packages for damage caused by a third-party shipper (e.g. 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 DISTRICT's responsibility, DISTRICT shall install each Pixellot System within 60 days of delivery to DISTRICT. PlayOn may terminate this Agreement if DISTRICT does not complete installation by this deadline.

Revenue Sharing (Year 1-3). Revenue sharing to DISTRICT for online passes does not begin until Year 4 of Agreement (see one time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, DISTRICT will not receive any revenue share for content produced under this Agreement.

Revenue Sharing (Year 4 and future years). Starting in Year 4 of the Agreement, DISTRICT will receive ten percent (10%) of the Net Revenue ("Revenue Share") attributed to DISTRICT'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 DISTRICT event pages and on custom DISTRICT 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"). Starting in Year 4, DISTRICT 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 DISTRICT 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 DISTRICT. PlayOn will calculate the funds to be disbursed to DISTRICT on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to DISTRICT within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. DISTRICT 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 DISTRICT use during the term of this Agreement. It is not selling the Pixellot Systems to DISTRICT. The Pixellot Systems will remain PlayOn's property and PlayOn will remove the Pixellot Systems from DISTRICT if this Agreement terminates for any reason. DISTRICT 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 DISTRICT 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 DISTRICT.

Providing of Sports Schedules. DISTRICT 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 DISTRICT does not elect to do so. In event of a known change of schedule to an event, DISTRICT will make the required changes.

If DISTRICT's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), DISTRICT agrees that PlayOn may collect DISTRICT'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 DISTRICT's Pixellot system(s).

Revenue Sharing Acceleration. Any individual School within DISTRICT has an option to pay a one-time fee of three thousand dollars (\$3,000) per School at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay \$3,000 to
accelerate revenue sharing:

YES []

NO []

Marketing. DISTRICT 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.

DISTRICT agrees that PlayOn may market schools' 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, DISTRICT may not disclose the financial or other terms of this agreement (including that DISTRICT is receiving Pixellot Systems at no charge) to any non-affiliated party without PlayOn's prior written consent notwithstanding any statutory requirements or Open Records Act to which DISTRICT must comply. William S. Hart Union High School District's Board of Education has permission to attach this agreement to their Board agenda, which is made available to the public. If DISTRICT is required or ordered to disclose the terms of this Agreement for any reason, including any open records request, before doing DISTRICT must use best efforts notify PlayOn prior to such disclosure.

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 DISTRICT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO DISTRICT UNDER THIS AGREEMENT.

[Signatures on Next Page]



SCHOOL BROADCAST PROGRAM

Complete the information below and fax entire document to 404.920.3199

Signed:

Date: _____

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by DISTRICT:

Signature: _____

Name: _____

Title: _____

Email: _____

School: _____

Primary Contact: _____

Email: _____

Mobile Number: _____

Facilities Contact: _____

(Who can help us coordinate venue logistics at the schools?)

Email: _____

Phone Number: _____

Bookkeeper: _____

Email: _____

Phone Number: _____

IT/Network Contact: _____

Email: _____

Phone Number: _____

Shipping Address for Pixellot Systems: Individual Schools OR One Location (list address below)

Subscription Revenue Check Made Out to: _____

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:

Port #	Protocol	Purpose	Application
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	TCP	Sportzcast (Score data integration tool)	
1402			
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 districts 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.

EXHIBIT C

To Agreement Dated October 1, 2019 with NFHS School Broadcast Program

Insurance

Prior to commencing any of the Scope of Services, NFHS School Broadcast Program shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following policies of insurance:

- (i) General Liability Insurance. A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and a \$2,000,000 aggregate and must include a separate endorsement naming the District, its officers, agents and employees as additional insureds ("General Liability Policy").
- (ii) Vehicle Liability Insurance. A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.
- (iii) Workers' Compensation Insurance. Workers' compensation insurance as required by California State law and employer's liability insurance with coverage in an amount not less than \$1,000,000.

Prior to commencing the Scope of Services, NFHS School Broadcast Program shall provide to the DISTRICT such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by NFHS School Broadcast Program pursuant to this Exhibit C are in effect (each a "Certificate of Insurance"), together with a copy of the Additional Insured Endorsement naming the Wm. S. Hart Union High School District it's Board members, officers, and employees, as the additional insure

Fingerprinting

NFHS School Broadcast Program will comply with the requirements of Education Code Section 45125.1 which is intended to protect the safety of the pupils that may come in contact with contractor's employees, by completing and returning the attached "Certification of Employee Background" form.

NFHS School Broadcast Program, at its sole cost and expense, and without additional compensation from the DISTRICT, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of NFHS School Broadcast Program officers, employees, agents, or other representatives who will or might be present on or at any DISTRICT facility.

Certifications, Representations, and Warranties

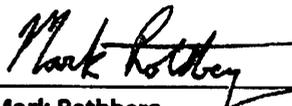
NFHS School Broadcast Program, and its employees, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding discrimination and the use of drugs, alcohol, and tobacco. NFHS School Broadcast Program recognizes that all District property, without limitation are "drug and tobacco free," and, therefore, NFHS School Broadcast Program shall comply with the requirements of Government Code Section 8350 et. Seq., the Drug-Free Workplace Act of 1990. No NFHS School Broadcast Program employee or agent of NFHS School Broadcast Program at, or in the vicinity of where the services are provided may:

- (i) Engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal controlled substance;
- (ii) Possess or use any alcoholic beverage;
- (iii) Use any legal substance that results or likely will result in serious or significant impairment of normal abilities;
- (iv) or Smoke, inhale, chew or otherwise use or consume tobacco products

NFHS School Broadcast Program hereby agrees that no employee or agent shall bring on the premises any article of an inflammable nature, explosives, firearms or articles of dangerous/damaging nature.

Accepted By:

NFHS School Broadcast Program



Mark Rothberg
Vice President, School Broadcast

Date: 10/2/2019