

School District Pixellot Use Agreement (Install Included)

Fullerton Joint Union High School District
 1051 W. Bastanchury Rd
 Fullerton, CA 92833

Effective Date: 05/07/2021

This One-Time Fee Agreement (our "Agreement") will serve as confirmation of the involvement of **Fullerton Joint 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, School 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 EIGHT (8) 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. Cat6 ethernet cables to connect workstation to camera head and provide camera power ⁽¹⁾
- d. Pixellot automated production software for all supported sports; new sports are 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 DISTRICT does not have hard-line internet available at Pixellot venue)
- i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information cabling provided by PlayOn

Pricing for the Agreement†:

Description	Price
One-time Installation Fee	-
Extra Accessories (if applicable)	-
TOTAL DUE	\$0.00

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 as follows:

- | | |
|--------------------------------------|--|
| 1. Buena Park High School – Gym | 5. Troy High School – Gym |
| 2. Fullerton Union High School – Gym | 6. Sunny Hills High School – Gym |
| 3. La Habra High School - 1* | 7. Buena Park Football Shared Stadium – 1 |
| 4. Sonora High School - 1* | 8. Fullerton Union Football Shared Stadium - 1 |

(La Habra and Sonora will receive single unit, venue TBD)

PlayOn provides the following additional software and services:

- a. A branded School video portal on www.nfhsnetwork.com
- b. PlayOn proprietary software (*NFHS Network Console*) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
- 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, if applicable ("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, account management, training, software updates, software support, and software licenses.

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." DISTRICT 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, except as those third-party streams relating to student-led groups as part of a broadcast media curriculum program ("School Co-Broadcasts"). The DISTRICT may allow the School Co-Broadcasts to be streamed on a third-party service and a simultaneous stream to occur on the NFHS Network via the Pixellot Systems for the same events.

Television Broadcasts. DISTRICT may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems 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; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at DISTRICT venues will be waived in NFHS Network States. For DISTRICTS located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and DISTRICT is solely required to obtain required permissions and pay any rights fees to the State Association.

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 Ownership, License, Syndication and Approvals. DISTRICT hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the 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 Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the DISTRICT and the DISTRICT reserves all rights therein.

The Content License includes 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. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of DISTRICT), PlayOn agrees to inform the DISTRICT that such DVDs and/or digital download-to-own is available for purchase.

DISTRICT shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. DISTRICT agrees that all 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 a School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Regular Season Sports Content and Non-Sports Events (Live and On-Demand). All regular-season sports events, live and on-demand, produced by DISTRICT are free to watch.

DISTRICT agrees to pay PlayOn an annual fee for each year of the Initial Term ("Regular Season Content License Fee"). The Regular Season Content License Fee calculated as follows: three thousand dollars (\$3,000) per School. By way of example, the Regular Season Content License Fee for all six (6) Schools in the DISTRICT will be eighteen thousand dollars (\$18,000) for each year of the Term. For any additional Pixellot System acquired during any year of the Initial Term, DISTRICT will be billed an additional one thousand dollars (\$1,000) per additional Pixellot System, as described above, if the additional Pixellot System is shipped before December 31; in lieu of the \$1,000 for an additional Pixellot System, the DISTRICT will be billed five hundred dollars (\$500) for any additional Pixellot System if the ship date is after December 31.

Regular Season Content License Fee is due prior to August 1 of each year of the Term. For the sake of clarity, the Regular Season Content License Fee is the annual payment required to permit all of DISTRICT's regular season sports content to be free to watch. If DISTRICT does not pay the Regular Season Content License Fee by September 30 of each year of the Term, then all regular season sports content will require the purchase of a subscription pass to be viewed.

Consumer Subscription Platform for Regular Season Events. If DISTRICT does not elect to pay for the Regular Season Content License Fee in a year of the Initial Term, then all Regular Season 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 DISTRICT's discretion, DISTRICT may charge a subscription fee to view non-sports events.

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

Postseason Sports Content (Live and On-Demand). All Postseason Sports events, live and on-demand, produced by DISTRICT require purchase of a subscription pass to be viewed. PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify DISTRICT in writing of any such modifications that would apply to Postseason Sports Content.

DISTRICT-sold Sponsorships. DISTRICT may include sponsorship elements within the broadcast of DISTRICT events in its DISTRICT 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 the then-current *NFHS Network Commercial Materials Guidelines* (the "Guidelines"), a current copy of which is attached as **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 (and shall have no liability for) any third-party relationships DISTRICT enters into.

Data Privacy. DISTRICT acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," "student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by DISTRICT in the format of audio commentary (the "Included Data"). DISTRICT acknowledges that the Included Data is only included in the Content to the extent permitted by the DISTRICT and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any DISTRICT students and does not store any information regarding DISTRICT students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to DISTRICT's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the DISTRICT following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon DISTRICT's written request at any time, permanently delete any Included Content.

To the extent DISTRICT requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Consent to Receive Electronic Communications. During the Term, PlayOn will send updates and alerts related to the Pixellot Systems via SMS text message (the "Notifications") to the individuals listed on the Primary Contact Information chart attached hereto and any other employee or agent of DISTRICT that DISTRICT elects to receive the Notifications (together, the "Notification Contacts"). DISTRICT hereby represents and warrants to PlayOn that the DISTRICT and each Notification Contact (i) has read PlayOn's privacy policy (found at <https://www.nfhsnetwork.com/privacypolicy>) and understands the privacy policy, the types of information being collected and PlayOn's use of the information being collected and (ii) expressly consents to receive the Notifications.

Terms and Conditions

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

If DISTRICT elects to terminate the Agreement at any time before the end of the Initial Term, DISTRICT shall 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 covered by this Agreement by two thousand-five hundred dollars (\$2,500). DISTRICT acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). 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 this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if DISTRICT has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to DISTRICT of written 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.

PlayOn acknowledges and understands that DISTRICT's athletic program, and accordingly its ability to fulfill its obligations under this Agreement, is subject to the rules and regulations of its state high school athletic association, its state department of education, and its state government (collectively "Governing Authority"). DISTRICT shall not be penalized in any way for failing to fulfill any obligations under this Agreement if interscholastic athletics are prohibited from being conducted or are otherwise limited or restricted by order or rule of any Governing Authority. In the event that DISTRICT is unable to conduct interscholastic sports for a period of time ("Sports Delay") due to restrictions imposed by a Governing Authority, then the number of days of the duration of the Sports Delay will be added on to the end of the Initial Term.



2. **Payment Terms.** Payment is due thirty (30) days after DISTRICT receives the Pixellot System, if applicable.
3. **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. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that DISTRICT requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then DISTRICT must provide and install the Point to Point system at its own expense.
4. **Software License.** During the Term of this Agreement, 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 DISTRICT 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 Systems include 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 the DISTRICT's request.
5. **Site Survey Collection.** PlayOn will provide DISTRICT with a form to collect information for each DISTRICT venue at which a Pixellot System will be installed ("Site Survey"). DISTRICT agrees to complete all Site Surveys within seven (7) days of Effective Date of Agreement. Pixellot Systems will not be shipped to DISTRICT until DISTRICT completes all Site Surveys.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with DISTRICT to schedule the installation work ("PlayOn Installation"). PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that DISTRICT requires special cabling for any reason, then special cabling must be provided at the sole expense of DISTRICT. DISTRICT agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If DISTRICT needs to reschedule or cancel a PlayOn Installation, DISTRICT must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to DISTRICT.

DISTRICT agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet DISTRICT requirements for entry to school venues. For the sake of clarity, DISTRICT agrees that PlayOn is not required to work with any service providers that may be under agreement with DISTRICT for facilities or IT work.

DISTRICT agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.
7. **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. DISTRICT agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
8. **Revenue Sharing.** If the DISTRICT elects to forego the Regular Season Content License Fee and requires users to pay for a Consumer Subscription Plan, DISTRICT foregoes any revenue sharing that it is entitled to receive. In the event DISTRICT decides to participate in Revenue Sharing, then the revenue sharing program in effect at the time will start on August 1 of the next school year in the Initial Term.
9. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If DISTRICT produces regular season content on an alternative streaming platform in violation of this 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 Revenue Share proceeds within a school year to receive a check.
10. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for DISTRICT use during the Term in the venues specified herein. DISTRICT may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to DISTRICT. The Pixellot Systems will remain PlayOn's property and PlayOn may remove the Pixellot Systems from DISTRICT if this Agreement terminates for any reason or if DISTRICT fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. DISTRICT shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
11. **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. 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 Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after 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.



12. **Providing of Sports Schedules.** DISTRICT is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. 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). DISTRICT will facilitate PlayOn's access to DISTRICT's game schedule on any such third-party platform.
13. **Marketing.** DISTRICT agrees that PlayOn may market DISTRICT'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. PlayOn agrees that such marketing on third party platforms or websites shall adhere to the Guidelines as set forth in **Exhibit "B,"** attached hereto.
14. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all losses, liabilities, costs, and expenses including reasonable attorney's fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
15. **Indemnification for IP Infringement.** PlayOn shall indemnify DISTRICT against any third-party claim that DISTRICT's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (c) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (d) broadcasting the Content without a license, right or title to do so.
16. **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. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
17. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
18. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the non-assigning Party.
19. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
20. **E-Verify.** PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
21. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon DISTRICT's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
22. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in which the DISTRICT resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the DISTRICT resides.
23. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.



24. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
25. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the DISTRICT may benefit.

[Signatures on Next Page]



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: _____

District Primary Contact: _____

Email: _____

Mobile Number: _____

District Bookkeeper: _____

Email: _____

Phone Number: _____

District IT/Network Contact: _____

Email: _____

Phone Number: _____

Shipping Address for Pixellot Systems: **Individual Schools** OR **Single Address** (write below)

Subscription Revenue Check Made Out to: _____



PRIMARY CONTACT INFORMATION

SCHOOL NAME	PRIMARY CONTACT NAME	EMAIL	MOBILE
BUENA PARK			
FULLERTON UNION			
LA HABRA			
SONORA			
SUNNY HILLS			
TROY			

PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation?

 YES []

 NO []

Please fill out the information below for ALL venues where a Pixelot System will be installed.

School Name	Type of venue <i>(select from drop-down)</i>	Name of venue <i>(e.g. Aux Gym, Soccer Field)</i>	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
Buena Park	Gym		Indoor		
Buena Park	Stadium		Outdoor		
Fullerton Union	Gym		Indoor		
Fullerton Union	Stadium		Outdoor		
La Habra					
Sonora	Gym		Indoor		
Sonora	Stadium		Outdoor		
Sunny Hills	Gym		Indoor		
Sunny Hills	Stadium		Outdoor		
Troy	Gym		Indoor		
Troy	Stadium		Outdoor		

INSTALLER INFORMATION

Who will be performing your installation? Please provide their contact information below.

Installer Name: _____

Installer Phone: _____

Installer Email: _____

[Agreement Continues on Next Pa

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**.

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+UDP	Remote Management	https, agent
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	UDP	Video streaming	ZIXI broadcaster
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.



EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

<p>Hardware</p>	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none"> • Camera Head • Computer • Scoring Device (either Sportzcast or OCR Camera) • P2P System (if necessary) • Standard installation/ mounting accessories <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
<p>Conduit</p>	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none"> ▪ Gym ceiling infrastructure ▪ Above drop ceilings ▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.) <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
<p>Lifts</p>	<p>If School does <i>not</i> have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
<p>Cabling</p>	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
<p>Miscellaneous</p>	<p>NFHS Network will NOT perform the following:</p> <ul style="list-style-type: none"> • Roof penetrations • Run cable through plenum spaces • Install a backboard for the Computer cabinet • Install power outlets • Install internet jacks • Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)

I agree that I have read and understand the information outlined above: _____