

Media Rights Agreement

Introduction

This **Agreement** consists of this document, together with **Attachments A** (Schedule of Events), **B** (Production and Delivery), and **C** (Other Terms and Conditions).

Definitions

Defined terms are highlighted throughout this **Agreement** in bold. These are the definitions we use in this **Agreement**:

Defined Term	Means
Agreement	This Media Rights Agreement, together with its schedules and attachments
Distribute	The distribution, transmission, exhibition, license, advertisement, duplication, promotion, performance, live stream, broadcast and other media exploitation of content
Effective Date	06/05/2021
Harlem Consolidated School District # 122	Harlem Consolidated School District # 122, a Non-Profit with a principal place of business at 1 Huskie Circle, Machesney Park, IL, 61115 . References to Harlem Consolidated School District # 122 include Harlem Consolidated School District # 122's successors and assignees.
Event(s)	The event or series of events referred to, branded or generally described as Al Dvorak Memorial Tournament, and any re-named, substitute or successor event or series owned by Harlem Consolidated School District # 122 or to which Harlem Consolidated School District # 122 holds the media rights covered by this Agreement . " Event(s) " includes all live performance or competition related to the Event(s) at the Venue(s) on the date(s) of the Event(s) . Without limiting the generality of the foregoing, the Event(s) are specifically described in Attachment A to this Agreement .
FloSports	FloSports, Inc., a Delaware corporation with headquarters at 979 Springdale Rd., Ste. 120, Austin, TX 78702. References in the Agreement to FloSports include FloSports's successors and permitted assignees.
FloSports Media Rights	The set of intellectual property and other rights granted to FloSports in Section 1 of this Agreement
License Period	The period during which FloSports has the right to distribute the Program , which is in perpetuity.
Produced Event	A produced live stream or live or delayed broadcast in any medium of an Event
Program(s)	A Produced Event and other content related to Event(s) created or produced in accordance with the terms of this Agreement
Rights Fees	Fees payable to Harlem Consolidated School District # 122 pursuant to Section 2 of this Agreement
Territory	Worldwide

Venue	The site or the venue where the Event(s) are held.
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Agreement

On behalf of the entire **FloSports** team, we are pleased to enter into this **Agreement** with **Harlem Consolidated School District # 122** upon the following terms and subject to the following conditions:

1. Media Rights

a. Production

FloSports has the exclusive right to record and produce audio, video and other material of or based on the **Event(s)**, which **FloSports** may incorporate into one or more **Programs** and otherwise utilize according to the terms of this **Agreement**.

b. Distribution

Harlem Consolidated School District # 122 grants **FloSports** the exclusive right to **Distribute Program(s)** or portions thereof in the **Territory** by all means and media now known or subsequently developed, on a live, delayed, or on demand basis.

Harlem Consolidated School District # 122 grants **FloSports** the right to reproduce and disseminate in any medium, the name, likeness and voice of each person appearing in or connected with the **Program(s)** as well as **Harlem Consolidated School District # 122** names and trademarks and those of any other entity associated with the **Event(s)** and the **Venue** for all reasonable purposes connected with **FloSports'** exploitation of the **Program(s)**. Except as set forth in this section, **FloSports** will not use any of the foregoing as a direct endorsement of any product or other services.

c. Intellectual Property and Copyright

FloSports will be the sole owners of the **Program(s)** and other material recorded by **FloSports** in connection with the **Program(s)**, including exclusive ownership of all copyrights in the **Program(s)**.

2. Rights Fee

FloSports will pay **Harlem Consolidated School District # 122** \$3,000.00 per **Event** 60 days following receipt of its invoice, which **Harlem Consolidated School District # 122** may send to **FloSports** following completion of the **Event**. Please send invoices to ap@flosports.tv.

3. Marketing and Promotion

a. **FloSports** and **Harlem Consolidated School District # 122** each agree to promote the **Event(s)** and **Program(s)**, as follows:

- i. Without limiting the rights granted in Section 1.b above, **FloSports** may utilize all names, images and likenesses and marks and logos appearing in the **Programs** to promote the **Event(s)** and the **Program(s)**.
- ii. **FloSports** grants **Harlem Consolidated School District # 122** the right to use **FloSports'** name and trademarks solely in connection with **Harlem Consolidated School District # 122's** promotional obligations under this **Agreement**.
- iii. **FloSports** will promote the **Event(s)** and the **Program(s)** in a manner reasonably designed for the commercial success of the **Programs** on the **FloSports** platform.

- b. **Harlem Consolidated School District # 122** agrees to help **FloSports** promote the **Event(s)** and the **Program(s)** by making at least the following promotional efforts:
- i. **Harlem Consolidated School District # 122** will include a prominent image that links to the **FloSports Event(s)** web page above the fold on its homepage, schedule page(s), and any other of its web pages focused on or promoting the **Event(s)**. **FloSports** will timely provide **Harlem Consolidated School District # 122** with the image(s) and links to be used.
 - ii. Without limiting the specificity of other provisions in this subsection (b), all **Harlem Consolidated School District # 122** announcements or publications promoting the **Event(s)** will include prominent mention (above the fold, if relevant) of **FloSports'** planned **Distribution** of the **Event(s)** and, wherever possible, a link to the **FloSports' Events** page.
 - iii. **Harlem Consolidated School District # 122** will send a minimum of two email blasts per **Event** to its full email database with an image and link to the **FloSports Event(s)** web page. **FloSports** will timely provide **Harlem Consolidated School District # 122** with the image(s) and links to be used. Emails will be sent two weeks prior, and again one week prior, to each **Event**.
 - iv. **Harlem Consolidated School District # 122** will publish a minimum of four posts per **Event** that include an image and link to the **FloSports Event(s)** web page(s) on each of **Harlem Consolidated School District # 122's** social media platforms, including but not limited to Facebook, Instagram, and Twitter. **FloSports** will timely provide **Harlem Consolidated School District # 122** with the image(s) and links to be used. Posts shall begin no more than two weeks prior to each **Event**, and shall continue through the conclusion of the **Event(s)**.
 - v. **Harlem Consolidated School District # 122** will cause there to be public address announcements at the **Venue** at the beginning of each session and one hour into each session, promoting the **FloSports** live stream. **FloSports** will provide **Harlem Consolidated School District # 122** with the copy to be used.

4. Venue

- a. If known at the **Effective Date**, the **Venue(s)** are identified in the **Schedule of Events**. If not known at the **Effective Date**, **Harlem Consolidated School District # 122** agrees to provide written notice of the **Venue(s)** to **FloSports** no later than 12 weeks in advance of the relevant **Event(s)**. **Harlem Consolidated School District # 122** agrees not to change a **Venue** without providing a minimum of 12 weeks' advance written notice to **FloSports**. **Harlem Consolidated School District # 122** will be responsible for any increased costs reasonably incurred by **FloSports** and associated with the **Venue** change.

Agreed as of the **Effective Date**:

FloSports

By:

Harlem Consolidated School District # 122

By:

Name:

Name:

Title:

Title:

Date:

Date:

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Attachment A

Schedule of Events

<u>Series</u>	<u>Date(s)</u>	<u>Estimated Number of Events</u>	<u>Notes</u>	<u>Min # of Athletes</u>
2021-2025 Al Dvorak Memorial Tournament	04/16/2021 - 12/31/2025	5	One event per year	500

Attachment B

Production and Delivery

1. **Event Production: FloSports** has the exclusive rights to produce the following “**FloSports Produced Events**”:

<u>Events</u>	<u>Date(s)</u>
2021-2025 Al Dvorak Memorial Tournament	04/16/2021 - 12/31/2025

2. Any production by **FloSports** of the **FloSports Produced Events** will meet the standards and be subject to the terms and conditions in this **Agreement** and as are generally described in this **Attachment B. Harlem Consolidated School District # 122** and **FloSports** both desire a quality production and agree to reasonably collaborate to achieve it. **Harlem Consolidated School District # 122** acknowledges that **FloSports’** production and the success of the **Program(s)** will materially depend on **Harlem Consolidated School District # 122’s** performance of its production-related obligations in this **Attachment B**.
3. No later than 12 weeks in advance of any **Event**, **Harlem Consolidated School District # 122** will provide **FloSports** with phone and email contact information for (a) an **Harlem Consolidated School District # 122** representative who serves as **Event(s)** director or other person primarily responsible for leading the production of the **Event(s)**, and (b) phone and email contact for a responsible party or parties at the **Venue** who **FloSports** may contact and who will help with questions or concerns related to **Venue** access and **Event** production.
4. **Production Standards: FloSports** retains the right to determine production standards and formats appropriate to the **Event(s)**. **FloSports** retains the right to determine the length of the **Program(s)**, to insert commercial and promotional inventory, and to title or retitle each **Program**.
5. **Announcers and Personnel: FloSports** has complete authority over the selection of announcers, commentators, technical and other personnel utilized in connection with production of the **Event(s)** and the **Program(s)**. **FloSports** retains the right to use in-house audio produced at the **Event(s)** in the **Venue(s)** in the **Program(s)**.
6. **FloSports Trademarks: FloSports** has the right to display its name, logos and other trademarks on banners, equipment, and any platform or broadcasting booth used at the **Venue(s)**.
7. **Logistics: At the Venue, Harlem Consolidated School District # 122** will procure and provide the **FloSports** production team with:
 - a. a locked room suitable for **FloSports’** equipment storage access to the **Venue** and a reasonable amount of time (generally expected to be at least 24 hours before and twelve 12 hours after each **Event**) for equipment load-in and load-out;
 - b. a base of operations reasonably capable of supporting **FloSports’** production that is as close to the competition or activity in the **Venue** as is commercially practicable, and is in no event no more than 50 yards from the **Event** competition or activity;

- c. priority camera locations and, where needed for desirable camera angles, platforms (**Harlem Consolidated School District # 122** acknowledge that in some instances these may block seating; **FloSports** agrees to minimize seating disruption as much as reasonably possible without sacrificing important camera perspectives);
 - d. the right to install, maintain and remove from the **Venue** and surrounding premises such wires, cables and equipment as are reasonably necessary for our production; **FloSports** agrees such installations will not substantially interfere with the use or operation of the **Venue** or with any means of ingress or egress;
 - e. sufficient parking access so **FloSports** production team can timely access the **Venue** and park our vehicles without charge;
 - f. sufficient credentials to enable the foregoing; and
 - g. upon request, a reasonable number of tickets for **FloSports** personnel to attend the **Event(s)**.
8. **Power: Harlem Consolidated School District # 122** will procure at its cost and provide **FloSports** production team access to electrical power reasonably sufficient for **FloSports'** production.
9. **Internet: Harlem Consolidated School District # 122** will procure at its cost and provide **FloSports'** production team internet access and connectivity, with download and upload speeds of at least **5 Mbps** per stream or field of play.
10. **Scorekeepers: Harlem Consolidated School District # 122** shall provide one scorekeeper per Mat for the duration of the **Event** each year.
11. **Camera Operators: Harlem Consolidated School District # 122** will provide one camera operator per Mat for the entirety of the **Event**.
12. **Harlem Consolidated School District # 122** shall use **Arena**, Trackcast or other meet management software designated by **FloSports** exclusively for all **Event(s)**. **Harlem Consolidated School District # 122** will supply all necessary computers, score clocks, cabling, personnel, and power to support such use of **Arena**. Scoring must be done using the **Arena LiveScorer** for all **Event(s)**.

Attachment C

Other Terms and Conditions

1. Representations, Warranties and Covenants

a. **Harlem Consolidated School District # 122 Representations, Warranties and Covenants:**

Harlem Consolidated School District # 122 represents, warrants and covenants to **FloSports** that:

- i. **Harlem Consolidated School District # 122** has the full power and authority to make and perform this **Agreement**.
- ii. **Harlem Consolidated School District # 122** has all rights necessary to its grant of rights to **FloSports** in this **Agreement**.
- iii. The making and performance of this **Agreement** by **Harlem Consolidated School District # 122** does not violate any agreement with any third party.
- iv. **FloSports** exploitation of the rights acquired under this **Agreement** and pursuant to its terms does not and will not infringe on or violate the rights of any third party.
- v. The **Events** are sanctioned by all necessary sports organizations and/or authorities having jurisdiction over them and the **Events** will be conducted according to all applicable rules and regulations of such organizations and authorities.
- vi. The **Events** will be conducted on the dates indicated above.
- vii. In conformity with section 507 of the Communications Act of 1934, as amended, concerning broadcasting matters and required disclosures, **Harlem Consolidated School District # 122** has not accepted or agreed to accept, and **Harlem Consolidated School District # 122** will not permit **Harlem Consolidated School District # 122** employees, agents, representatives, contractors, or affiliate entities to accept any monies, services or other consideration for the inclusion of any commercial material or matter in or as part of the **Program(s)**.
- viii. As between the parties, **Harlem Consolidated School District # 122** will assure the **Venue** and staging of the **Event** complies with applicable occupational safety and health laws and regulations, and shall provide reasonable cooperation to **FloSports** related to **FloSports** compliance with **FloSports'** obligations under such laws and regulations.
- ix. **Harlem Consolidated School District # 122** will not authorize or permit any other recording, exhibition or **Distribution** of the **Event(s)** by any medium in any manner or by any means unless stated in the **Agreement**.
- x. **Harlem Consolidated School District # 122** will not provide access to the **Venue** to any third party for the purpose of operating audio-video equipment without **FloSports'** prior consent.
- xi. **Harlem Consolidated School District # 122** will not grant any rights inconsistent with the rights granted to **FloSports** by this **Agreement**.
- xii. **Harlem Consolidated School District # 122** will not stage any event or competition materially similar to the **Event(s)** for production, **Distribution** or recording unless stated in the **Agreement**.

b. **FloSports Representations, Warranties and Covenants:** **FloSports** represents, warrants and covenants to **Harlem Consolidated School District # 122** that:

- i. **FloSports** has the full power and authority to make and perform this **Agreement**.
 - ii. The making and performance of this **Agreement** by **FloSports** does not violate any agreement with any third party.
2. **Indemnification: FloSports and Harlem Consolidated School District # 122** will each indemnify, defend and hold the other harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorneys' fees and other costs of suit) arising out of any breach or alleged breach of this **Agreement** (including without limitation any claim by a third party that the exercise of the rights of a party to this **Agreement** in accordance with its terms infringes that third party's rights).
 - a. In any case in which indemnification is sought:
 - i. The party seeking indemnification ("**Indemnitee**") shall give the indemnifying party ("**Indemnitor**") prompt notice of any matter giving rise to the indemnification claim.
 - ii. The **Indemnitor** shall have the right to assume the defense of any claim or litigation to which its indemnity applies and the **Indemnitee** will cooperate fully with the **Indemnitor** in such defense at **Indemnitor's** cost. Settlement may not be entered without the consent of **Indemnitee**, which shall not unreasonably be withheld. If the **Indemnitor** fails or refuses to assume the defense of the matter (whether or not suit has formally been brought), in addition to other remedies available to **Indemnitee**, **Indemnitor** shall be responsible for payment of any settlement reached by **Indemnitee** as well as related costs and expenses (including reasonable attorneys' fees) incurred by **Indemnitee** in defending the matter and reaching settlement. In no case shall any settlement, compromise or limitation implicate rights, obligations or property beyond the subject matter of this **Agreement**.
3. **Force Majeure:** If the staging, coverage or **Distribution** of any **Event** is prevented or cancelled due to any act of God or for any reason beyond the control of **FloSports** or **Harlem Consolidated School District # 122**, then neither party will be obligated in any manner to the other with respect to the **Event(s)** (including without limitation payment of a **Rights Fee** pertaining to the **Event(s)**), but all other rights the parties may have in this **Agreement** will remain in full force and effect. Reduction of any **Rights Fees** payable as a result of cancellation of one or a subset of a series of **Events** under this section shall be determined by **FloSports** in its reasonable discretion based upon its estimated value of such cancelled **Event(s)** relative to the value of the **Event(s)** as a whole as measured by the aggregate rights fees payable under this **Agreement**

If, instead of cancellation or prevention, the **Event(s)** are postponed or delayed, or the quality of the **Event(s)** is materially reduced, then **FloSports** may elect to cover the postponed or delayed **Event(s)** on its/their rescheduled date(s), or the **Event(s)** with materially reduced quality, according to the terms of this **Agreement**, or to not cover such **Event(s)**, in which case **FloSports** will not be obligated in any manner to **Harlem Consolidated School District # 122** with respect to such **Event(s)** (including payment of any **Rights Fee** pertaining to the **Event(s)**), but all **FloSports'** remaining rights in this **Agreement** will survive.

4. **Relationship of the Parties:** The relationship of the parties is that of independent contractors with respect to one another, and nothing in this **Agreement** creates any partnership, joint venture, agency or fiduciary relationship between the parties.
5. **Entire Agreement; Amendment:** This **Agreement** and its exhibits and attachments contains the complete understanding of both parties, and supersedes all prior agreements, written and oral, pertaining to its subject matter. This **Agreement** cannot be modified or amended, and terms hereof cannot be waived, except by a written instrument signed by both parties. Parties agree that neither has relied on any statement, representation, warranty or agreement of the other, except those specifically contained in this **Agreement**.
6. **Applicable Law; Venue; Remedies:** This **Agreement** shall be governed by and interpreted and enforced in accordance with the internal laws of the state of Illinois, without regard to conflicts of laws principles that may require application of other law. Any dispute arising hereunder shall be heard in the state or federal courts located in Winnebago County, Illinois and both parties consent to the jurisdiction of such courts. In any proceeding brought by either party against the other, the prevailing party shall be awarded its reasonable attorneys' fees and other costs of suit.
7. **Nature of Rights:** **Harlem Consolidated School District # 122** acknowledges and agrees that the exclusive media rights to the **Event** that are granted to **FloSports** under the terms of this **Agreement** are unique and special, and that a breach or threatened breach by **Harlem Consolidated School District # 122** of such rights, such as reselling the rights to a third-party, would give rise to irreparable harm to **FloSports** for which monetary damages would not be an adequate remedy. Therefore, **Harlem Consolidated School District # 122** further acknowledges and agrees that if such a breach or threatened breach by **Harlem Consolidated School District # 122** occurs, **FloSports** will, in addition to any and all other rights and remedies that may be available to it, be entitled to seek injunctive relief from a court of competent jurisdiction, without requirement to post a bond or other security. **Harlem Consolidated School District # 122** agrees it will not challenge the propriety of injunctive relief consistent with the terms of this Section.
8. **Assignment:** This **Agreement** may not be assigned by **Harlem Consolidated School District # 122** without prior written approval from **FloSports**. A transfer of the **Event(s)** by **Harlem Consolidated School District # 122** to another party shall not relieve **Harlem Consolidated School District # 122** of its obligations hereunder.
9. **Confidentiality:** Parties agree to treat the terms and conditions of this **Agreement** as confidential and agree to undertake whatever measures are reasonably necessary to prevent disclosure to third parties, such as competitors, unless disclosure is required by law or written consent of the other party is obtained. Notwithstanding the foregoing, each party may disclose the terms and conditions of this **Agreement** to our respective attorneys, accountants and other agents in the ordinary course of business, in each instance subject to appropriate confidentiality agreements or obligations.