

High School: Derby High School  
 Address: 8 Nutmeg Avenue  
 City, State Zip: Derby, CT 06418

Effective Date: Nov. 6, 2017

This letter (our "Agreement") will serve as confirmation of the involvement of **Derby High School** ("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.

**School agrees to purchase [ 1 ] of Pixellot *Lemur* systems, each system consisting of the following:**

- a. Pixellot *Lemur* camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Harness of cables based on RJ45 (Fiber solution can be used as an option if required)
- d. Pixellot real-time stitching technology
- e. Automated production for Basketball, Football, Hockey, and Soccer; new sports will be added as released
- f. Flexible "fixed frame" production for selected sports (e.g., Volleyball, Wrestling)
- g. Scoring interface for graphics integration in video
- h. Software upgrades (while the Agreement is in effect) and standard 2-year warranty coverage on hardware

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

Provided by PlayOn as part of Agreement <sup>(1)</sup> [ 1 ]	Responsibility of School [ ]
--	------------------------------

(1) See attachment A for description of Installation Services

**Pricing for the Agreement:**

Description	No. Units	Unit Price	Sub Total
Pixellot Lemur Systems	1	\$4750	N/A
Installation Services			
Extra Accessories (if applicable)			
Total Due			N/A

**Payment Terms:**

100% of payment is due upon delivery; in the event that PlayOn is providing the Installation Services then 100% of payment is due when the Installation Services are completed.

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

- a. A branded School video portal on [www.nfhsnetwork.com](http://www.nfhsnetwork.com)
- b. PlayOn proprietary software (*PlayOn! Manager* and *PlayOn! Producer*) for the complete management of School-based events including production, graphics, advertising insertion, and content management.
- 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. Archive storage of all events for a minimum of one (1) year following the event or original encoding for on-demand viewing
- f. 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.
- g. An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program.

**Broadcast Rights and Consumer Subscription Plan policies are as follows:**

**Broadcast Rights** – School agrees to live broadcast all regular season sports events at all levels in the venue where the Pixellot Lemur system is installed (i.e., Varsity, Junior Varsity, etc.) and agrees to allow events to be scheduled by PlayOn. School has the right to determine on demand availability of regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Lemur system is installed. School is obligated to provide sufficient internet connectivity to the Pixellot Lemur system to allow live broadcasts for all events while the Agreement is in effect.

**Sports Events (Live and On-Demand)** – All live sporting events produced at School require purchase of a subscription pass to be viewed. Sporting events uploaded for on-demand viewing require a subscription pass for a period of 72 hours from the event's initial broadcast, after which they are available to viewers free of charge. Subscription periods for on-demand events are subject to change with sufficient notice provided by PlayOn to School. All highlights are free for viewers.



**Non-Sports Events (Live and On-Demand)** – All 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-sport events live and for 72 hours on-demand.

**Event Limits and Highlights** – School may produce an unlimited number of events each year and create an unlimited number of highlights.

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

**Network Advertising** – PlayOn may advertise on School’s video portal and within School’s broadcasts using pre-roll, mid-roll, and in-game video commercials or overlay ads that appear on the video screen. PlayOn ads will conform to PlayOn’s Commercial Materials Guidelines. Guidelines can be provided upon request.

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

### Terms and Conditions

**Term of Contract.** This Agreement shall be effective as of the date of signature of the Parties and shall continue for an Initial Term of three (3) years commencing on the Effective Date. School elects to terminate the Agreement at any time before the end of the Initial Term, School is obligated to pay a fee (“Early Termination Fee”) to PlayOn in the amount of twenty-five hundred dollars (\$2,500) per unit. School acknowledges that the Lemur system is being provided to School at a subsidized price in consideration of the licenses granted by School to PlayOn under this Agreement and the revenue that PlayOn expects to receive from such licenses over the course of the Term. School agrees that the Early Termination Fee is a reasonable estimate of the damages due to PlayOn from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated. School has the right to terminate Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of 12 months before the effective date of the termination.

**Software License.** During the Term of Contract, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The “Software” consists of the proprietary software of PlayON used to provide the broadcast services under this Agreement as well as the third party software included with the Pixellot Lemur system and any backend software or services required to use the Lemur 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. The School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School’s page on the NFHS Network video portal ([www.nfhsnetwork.com](http://www.nfhsnetwork.com)). Notwithstanding the foregoing, School has the right to download School produced events and upload the content into a game-film platform for use by coaches, provided that the full length events are not generally available to consumers. School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn’s intellectual property. School acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms (“EULA”) and School agrees to comply with all such terms. The Pixellot EULA will be provided at School request.

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

**Postseason Events.** If School is in a NFHS Network-member state, School will broadcast all State Postseason events that are not selected for broadcast by the NFHS Network and are in the venue where the Pixellot Lemur system is installed. State Association rights fees for State Postseason events produced by School will be waived since the event will be distributed exclusively on the NFHS Network and the event is available to watch only by purchasing a subscription. For the sake of clarity, School must utilize both the Consumer Subscription Platform and video player offered by the NFHS Network as its sole means of distribution.

If School is not in a NFHS Network state, the parties agree that media policies of the State Association govern any and all broadcasts of State Postseason events.

**Content Syndication.** PlayOn retains the right to syndicate the content, in-part or in-whole, to any distribution platform. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. PlayOn may syndicate content such as game highlights to promote and market the School and the NFHS Network.

**Revenue Sharing/Administration of Funds.** Schools will receive a ten percent (10%) of the Net Revenue (“Revenue Share”) generated by all Monthly subscription passes sold and attributed to School for viewers of School-produced content. “Net Revenue” means gross revenue received from customers through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

Both discounted Season and Annual subscription passes will be offered for sale on School event pages and on custom School landing pages. Passes will have a designated Season Base Price and an Annual Base Price as minimum pricing, both set by PlayOn. School may set a price point for the online sale of these Season and Annual subscription passes and will receive one hundred percent (100%) of



the markup between the selling price and either the Season Base Price or Annual Base Price, as applicable.

PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If School produces regular season content on an alternative streaming platform (i.e., not on the NFHS Network), NFHS Network reserves the right to withhold any Revenue Share attributed to School.

PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and July 31<sup>st</sup>. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate subscription proceeds within a school year to receive a check.

**Subscription Pricing and Event Availability.** PlayOn retains the right to modify subscription plan offerings and pricing structure during the Term. PlayOn will notify school in writing of any such modifications.

**Digital Sponsorship Insertion.** School shall be responsible for the triggering of all in-stream video commercial breaks and graphic overlays sold by School during events via the PlayOn Software.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY SCHOOL UNDER THIS AGREEMENT

[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  
2835 Brandywine Road, Suite 102  
Atlanta, GA 30341

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

School: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Bookkeeper: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Subscription Revenue Check Made Out to: \_\_\_\_\_

Installation/ Training Date: \_\_\_\_\_

Date of First Broadcast: \_\_\_\_\_

Annual Pass selling price<sup>(1)</sup> \_\_\_\_\_

Season Pass selling price<sup>(1)</sup> \_\_\_\_\_

Note: (1) Selling prices for Annual Pass and Season Pass must be above the Annual Base Price and Season Base Price, as applicable

## Schedule A: Description of Installation Services

*The instructions below represent the general scope of work required to install a Pixellot Lemur system and ensure the system is ready for operation. More specific requirements will have to be provided after confirming the following: venue layout, designated positioning of the camera unit and accessories, access to power and internet, and venue scoreboard integration.*

*A comprehensive **Pixellot Site Preparation and Installation Guide** will be provided in advance of receiving the equipment package.*

- (1) Identify mounting location of Lemur camera head and determine equipment needed for installation
- (2) Identify Video Processing/Streaming Computer (“VPU”) installation location and proximity to working power and wired internet.
- (3) Determine cable distances between the install location of Lemur camera head and VPU in addition to distance between VPU, working power, and a working wired internet connection
- (4) Mount the Lemur camera head
- (5) If outdoors, install four surge protectors near the camera head
- (6) Physically position the VPU in its location and connect it to power and internet. Place the audio mixer on top of the VPU and connect it to the VPU using the provided USB cable
- (7) If outdoors; Connect the ‘video’ cables from the camera head to the four surge protectors. Connect the ‘audio’ cable to an Ethernet coupler. If indoors; Connect the all five cables from the camera head to couplers
- (8) Run 5 Ethernet cables (4 for video & 1 for audio) between the VPU and the camera head location. Cables can be embedded, covered, or inserted in conduit based on the agreed-upon scope of work and pricing
- (9) Connect four of the Ethernet cables run to the surge protectors and to the VPU. If indoor connect four of the Ethernet cables run to the four ‘video’ cables from the camera head and to the VPU
- (10) Connect the final Ethernet cable run to the ‘audio’ cable from the camera head and to audio mixer using the provided audio adapter.
- (11) Turn power on the VPU
- (12) Call Support to verify they can communicate with the VPU
- (13) Wait for support to confirm VPU can see all four cameras, hear audio, and there is proper camera alignment for full panoramic coverage
- (14) Turn on venue scoreboard system. Install cable and equipment needed to incorporate scoring data from venue scoreboard system
- (15) Call Support to verify VPU is receiving scoring data
- (16) Schedule a test event and confirm the system is working from end to end