

High School: _____
Address: _____
City: _____ St: _____ Zip: _____

Effective Date: 10/2/2014

RE: School Broadcast Program Contract with High School

We appreciate your participation in the School Broadcast Program, powered by PlayOn! Sports, under the Consumer Subscription Plan. This letter will serve as confirmation of _____ High School ("School") involvement and will outline the details of participation with PlayOn! Sports ("PlayOn").

PlayOn provides:

- a. A branded School video portal on www.nfhsnetwork.com
- b. Software functionality that allows sponsorship elements to be placed directly into the video production
- c. PlayOn proprietary software (*PlayOn! Manager* and *PlayOn! Producer*, collectively the "Software") for the complete management of School-based events including production, graphics, advertising insertion, and content management
- d. E-commerce platform for customer registration, payment processing and customer service to support the Consumer Subscription Plan
- e. All back-end systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- f. Archive storage of all events for a minimum of one (1) year following the event or original encoding for on-demand viewing
- g. Standard on-call customer support, training, software updates, software support, and software licenses
- h. An Account Manager to be your primary contact and to assist with the implementation and development of the program. Your Account Manager is:

Name: Thomas Wingard
Email: thomas.wingard@nfhsnetwork.com
Cell: 770-364-5538

Participation in the Consumer Subscription Plan is outlined as follows:

- a. Payment Amounts - As a participating school in the Consumer Subscription Plan of the School Broadcast Program, the annual license fee is waived.
- b. Sports Events (Live and On-Demand) – All live sporting events produced by 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.
- c. 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.
- d. Event Limits and Highlights – School may produce an unlimited number of events each year and create an unlimited number of highlights.
- e. 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.
- f. 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.
- g. Program Coordinator – School will assign a designated program coordinator to organize the production schedule and facilitate communication between PlayOn and School.
- h. 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.

Other Terms and Conditions

Term of Agreement. This agreement is effective for 24 months from the date signed. After 24 months, School license will automatically renew and will continue to renew after each subsequent 24-month term. School will receive notice of auto-renewal approximately 30 days prior to renewal date. Participation may be canceled at any time. In the event participation is canceled, revenue sharing will retroactively terminate 60 days prior to the cancellation date. At the written request of School, PlayOn will remove all School produced events on the School video portal.

Software License. During the Term of Contract, PlayOn grants the School a non-exclusive, non-transferable limited license to use the Software solely to capture, record, and produce content from official high school events for distribution 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 the Software.

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

Equipment. School must provide their own laptop and video capture device for producing events. This equipment must meet the specifications of PlayOn for use of the Software. School may purchase a laptop and video capture device from PlayOn for a one-time fee of \$1,000 or choose to purchase only a video capture device for a one-time fee of \$100. PlayOn is not responsible for lost, stolen, or damaged equipment. School is responsible for repairs of equipment outside of warranty.

Payment Terms. Payment to PlayOn for the software license fee has been waived as part of the Consumer Subscription Plan.

Postseason Coverage. State association media policies dictate if broadcasts of state playoff events in which the rights fees have been waived require distribution using the consumer subscription platform for viewer access.

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 50% of the Net Revenue ("Revenue Share") generated by all Day, Monthly, Season, and Annual subscription passes sold and attributed to School for viewers of School-produced content. Net Revenue shall be defined as gross revenue received from customers through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution. PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process.

Upon the purchase of a Monthly, Season, or Annual subscription pass, subscriber has up to 15 days to attribute that purchase to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: March 31st, June 30th, September 30th, and December 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request.

Subscription Pricing and Event Availability. PlayOn retains the right to modify subscription plan offerings and pricing structure during the Term. Any changes will be communicated to School in writing.

Volume Discount Pricing. School may elect to purchase discounted Annual subscription passes in bulk quantities from PlayOn under volume discount pricing plans and resell them to their school community. School can set the price point for resale of these discounted Annual subscription passes and keep 100% of the markup between the resale price and the original wholesale purchase cost. School will also receive Revenue Share based on original wholesale purchase cost of each discounted Annual subscription pass from PlayOn. School does not have to purchase these discounted Annual subscription passes in advance from PlayOn.

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.

Limitation of Liability. Neither party shall have any responsibility to the other 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. 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]

Signed:

Date: _____



Mark Rothberg
Director, School Broadcast Program
PlayOn! Sports

Signature

Name: _____

Title: _____

School: _____

Please fill out this information:

Bookkeeper/Accounts Payable: _____

Email address: _____

Phone number: _____

Who receives remittance: _____

Program Manager: _____

Email address: _____

Mobile number: _____

***** Please sign and fax back entire document to 404.920.3199 *****

PlayOn! Sports
2835 Brandywine Road, Suite 102
Atlanta, GA 30341
(o) 404.920.3190 • (f) 404.920.3199

Herff Jones Representative: _____