



Effective Date: 9/17/2019

Affiliate \_\_\_\_\_  
Address \_\_\_\_\_  
City, St Zip \_\_\_\_\_

We appreciate your participation in the Affiliate Broadcast Program, powered by PlayOn! Sports, under the Consumer Subscription Plan. This letter (our "Agreement") will serve as confirmation of the involvement of \_\_\_\_\_ ("Affiliate") and will outline the details of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn").

**PlayOn provides:**

- a. A branded Affiliate 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 Affiliate-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

Participation in the Consumer Subscription Plan is outlined as follows:

- a. Payment Amounts - As a participating affiliate in the Consumer Subscription Plan the annual software license fee is waived.
- b. Sports Events (Live and On-Demand) – All live and on-demand sporting events produced by Affiliate require purchase of a subscription pass to be viewed. Subscription periods for on-demand events are subject to change with sufficient notice provided by PlayOn to Affiliate. 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 Affiliate's discretion, Affiliate may charge a subscription fee to view non-sport events live and on-demand.
- d. Event Limits and Highlights – Affiliate may produce an unlimited number of events each year and create an unlimited number of highlights.
- e. Affiliate-sold Sponsorships – Affiliate may include sponsorship elements within the broadcast of its events in its assigned Affiliate video portal. Affiliate keeps 100% of all sponsorship sales made by Affiliate from local sponsors.
- f. Network Advertising – PlayOn may advertise on Affiliate's video portal and within Affiliate'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. Third Party Relationships – Any third party relationships Affiliate develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of Affiliate. PlayOn assumes no responsibility whatsoever for any third party relationships Affiliate enters into.

**Terms and Conditions**

Term of Contract. This agreement is effective for 12 months from the date signed by PlayOn. After 12 months, Affiliate license will automatically renew and will continue to renew after each subsequent 12-month term. 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 Affiliate, PlayOn will remove all Affiliate produced events on the Affiliate video portal.

Software License. During the Term of Contract, PlayOn grants the Affiliate a non-exclusive, non-transferable limited license to use the proprietary software owned by PlayOn and utilized to provide the broadcast services under this Agreement (the "Software") solely to capture, record, and produce content from official high school events for distribution to viewers solely on the NFHS Network. The Affiliate shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile the Software. Affiliate agrees that PlayOn 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, Affiliate agrees not to reproduce PlayOn's intellectual property.

Event Content. Affiliate shall be solely responsible for all event content produced by Affiliate 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. Affiliate agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party.



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. If Affiliate is in a NFHS Network state, Affiliate may produce state playoff events that are not selected for production by the NFHS Network. Rights fees for events produced by Affiliate will be waived as long as the event is exclusively distributed either live or delayed on the NFHS Network. For the sake of clarity, Affiliate must utilize both the consumer subscription platform and video player offered by the NFHS Network as its sole means of distribution. If Affiliate is not in a NFHS Network state, the parties agree that media policies of the State Association govern any and all broadcasts of state playoff 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 Affiliate and the NFHS Network.

Revenue Sharing/Administration of Funds. Affiliate will receive 50% of the New Net Revenue and rebill revenue for retail passes sold through the Affiliate’s video portal on the NFHS Network website. New Net revenue is defined as the gross revenue received less the platform fees and e-commerce charges of twenty-five percent (25%). PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. PlayOn will calculate the funds to be disbursed to Affiliate on a monthly basis. Detailed records can be provided for auditing purposes upon request. Affiliate 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.

Digital Sponsorship Insertion. Affiliate shall be responsible for the triggering of all in-stream video commercial breaks and graphic overlays sold by Affiliate 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 AFFILIATE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY AFFILIATE UNDER THIS AGREEMENT

Signed:   
Date: 8/1/19  
Name: Michael White  
Title: VP, Production & Programming  
PlayOn! Sports/NFHS Network  
2835 Brandywine Road, Suite 102  
Atlanta, GA 30341

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Email: \_\_\_\_\_  
Cell: \_\_\_\_\_