EDUCATIONAL TELEVISION FOR THE CONEJO, INC. (ETC)

BOARD OF DIRECTORS
May 16, 2017, 11:00 a.m.

Location: Conejo Valley Unified School District
1400 E. Janss Road, Thousand Oaks, CA 91362

MINUTES

V. 11:00 A.M. REGULAR SESSION

Opening Provisions

G. Call the Meeting to Order and Roll Call
Dr. Ann Bonitatibus, ETC Secretary, called the meeting to order at 11:09 a.m. She called roll, as follows:

Board of Directors
- ETC President (Vacant Position)
  - Ann Bonitatibus, Ed.D., ETC Secretary Present
  - Victor Hayek, Ed.D., ETC Treasurer Present
  - Sue Wells, ETC Director Absent
  - Denise Reader, ETC Director Present
  - Sandee Everett, ETC Director Present

Other Attendees
- Terry McCallum, ETC Executive Director Present
- Richard Blake, CVUSD Audio-Visual Technician Present

H. Pledge of Allegiance
Dr. Bonitatibus led the Pledge of Allegiance.

I. Announcements and Procedures
Dr. Bonitatibus made procedural announcements and announced that Mrs. Sandee Everett, Clerk to the Board of Education, was appointed by the Board to serve on the Educational Television for the Conejo, Inc. (ETC) Board of Directors.

J. Approval of the Agenda
Denise Reader moved to approve the Agenda as written, Victor Hayek seconded the motion, and the motion carried 4-0.

K. Introduction of New Director Appointed by the Board of Education: Sandee Everett
Mrs. Everett addressed the Board of Directors and gave some highlights about what drew her to serve on the Conejo Valley Unified School District’s Board of Education.
L. Board Vacancies

2. Election of President
   No need for a second when making nominations for office. The newly-elected President assumes leadership of the meeting.
   Denise Reader nominated Sue Wells for President. The nomination was tabled until the next meeting because the nominee was not present. No other nominations were put forward.

3. Election of Secretary
   Current ETC Secretary, Dr. Bonitatibus, has resigned from CVUSD effective June 30, 2017, leaving an opening to be filled for ETC Secretary for 2017-2018. Denise Reader volunteered to serve as ETC Secretary. No other nominations were put forward. Dr. Hayek moved to elect Denise Reader as ETC Secretary. Motion carried 4-0 with Sue Wells absent.

M. Comments

6. Public
   (none)

7. Board President
   (none)

8. Individual Board Members
   (none)

9. Treasurer’s Report
   Dr. Hayek had met with Wells Fargo Bank in order to convert the account to fee free. Previous fees were credited back to the account. There has been no other activity since the October 18, 2016 ETC meeting. Standing account balance as of May 16, 2017 is $7,926.51.

10. Executive Director
   Terry McCallum presented a summary of activities ETC has done in the past. The channel began by airing classes on TV. People do not look to TV for classes anymore with the advent of online classes so the channel has evolved into primarily PR coverage of student/Board activities, etc.

   Terry proposed to move to a 4-hour block-style programming for consumer recording purposes. Since ETC programming is not in a TV guide, it’s challenging for current consumers to set up DVR recording in advance of an airing. With the block format, DVRs can be programmed to record a 4-hour block on the channel which will give consumers a better chance at recording the programs they’re interested in.
Terry attended the Scannatoa conference which serves Public Education and Government (PEG) channels. The FCC will require PEG cable channels to run subtitles but has created an exception for channels whose budgets are less than $3M per year. ETC’s budget is significantly less than that threshold, so our channel will not be compelled to participate. A website is being set up where all PEG channels will need to register in order to apply for the exemption.

There are no FCC regulations regarding streaming at this point.

The satellite dish at Thousand Oaks High School has not been operational for about a year-and-a-half. The company from whom we purchased the dish has gone out of business. Without a functioning dish, we cannot relay a feed from NASA that Terry reported was popular with the community. Richard Blake said that in the past, the dish served as a back-up for broadcasting if there were an electrical failure. Dr. Hayek suggested that if the dish is replaced, it should be relocated from the TOHS courtyard to a less populated area so that the courtyard can better serve the students. Terry will research the cost of replacing the satellite dish.

VI. ACTION ITEMS - GENERAL
(Each item requires a motion for approval)

D. Approval of Minutes - October 18, 2016
Denise Reader moved to approve the Minutes as written, Dr. Hayek seconded the motion, and the motion carried 4-0 with Sue Wells absent.

E. Approval of 2017-2018 Meeting Dates
Tuesdays, 11:00 a.m. – 12:00 p.m., location TBD
September 12, 2017
January 16, 2018
May 8, 2018
Dr. Hayek moved to approve the 2017-2018 ETC meeting dates as submitted, Denise Reader seconded the motion, and the motion carried 4-0 with Sue Wells absent.

VII. INFORMATION / DISCUSSION ITEMS

D. NFHS agreement to broadcast either with prepaid access or pay as you go access for broadcast rights to CIFSS games. – Terry McCallum
Thousand Oaks High School, Westlake High School and Newbury Park High School all want to utilize broadcasting opportunities using NFHS. The cost is $2,500/year for all sports that can be covered with one camera (football, track, soccer and volleyball have been shown in the past).
After 72 hours, the regular-season games can be put on the channel for free and rebroadcast as many times as we choose with a cap off 500 views at a time. Play-offs are a separate fee. Terry proposed having a “Game of the Week” where schools/sports take turns being featured. Concerts are free to broadcast, but current music has copyright issues and will need to be worked out with ASCAP and BMI before it can be aired. Concert streaming rights come through an organization separate from ASCAP and BMI.

CVUSD students film and edit the footage. About 20 students participate and are unpaid, though they enjoy receiving logo-wear as a thank you. For their efforts, the students receive credits toward their video-production classes. Terry also writes letters of recommendation for students. Denise Reader commented that those letters have been an asset to the students’ resumes.

Terry proposed trying the service for one year then reassessing. Dr. Hayek requested that a guide be created so there is an accessible structure for the content. Richard Blake asked if PEG channels are common. Terry said there are several but most are struggling to get programming going.

This agenda item will appear for Action at the next ETC meeting.

E. Reauthorization of budget expenses—Terry McCallum
Terry McCallum brought forward a list of budget expenses that were tabled when the ETC account was frozen. He will revise and present a final budget request for 2017-2018 at the next ETC meeting.

General information regarding items on proposed budget:

- Lynda.com ($250) provides online training for video editing. Allows students to learn editing skills if they are not part of a CVUSD video class.
- ASCAP & BMI licenses ($50 each) are estimates but authorization is needed in order for Terry to negotiate with the agencies.
- Video-editing Equipment ($3,000) would be one Mac computer that would move from place to place for editing purposes. This is a one-time request. Students have been using high school’s equipment but the high schools have asked that not be continued. The high schools will be allowed access to the ETC Mac computer only if they are performing editing duties for ETC.
- Website Fees ($2,000) was originally requested with NFHS in mind. Additionally, Terry would like to acquire the domain ConejoTV.org. Once the domain is acquired, ETC will look for a host. Conejo Schools Foundation may be an option.
- Logo Clothing ($500) – would be for the student filmmakers.
- Brochure ($500) for acquiring sponsors. CVUSD Print Shop can be used to produce them.

Richard Blake asked how revenue will be generated to cover on-going expenses such as equipment repair. Terry said that in the past, CVUSD paid ETC $5,000 per year for public relations services. Dr. Bonititibus requested that ETC provide a service-level agreement for review before CVUSD enters into a financial agreement with ETC.

Terry reported that the City of Thousand Oaks is supposed to give ETC one-third of the proceeds collected from a PEG fee attached to cable utility bills but that ETC has never received those monies.

Terry will provide Service-Level Agreement before invoicing CVUSD for 2017-2018.
Terry will update the budget request in order to reflect budget for equipment repair.

This agenda item will appear for Action at the next ETC meeting.

F. Topics for the Next Meeting
   a. Update on cost of replacing satellite dish. – Terry McCallum
   b. Update on acquisition of ConejoTV.org domain name. – Terry McCallum
   c. Present for review an updated proposed 2017-2018 ETC budget that includes a line item for equipment repairs. – Terry McCallum
   d. Present for review a proposed 2017-service-level agreement between CVUSD and ETC. – Terry McCallum

VIII. ADJOURNMENT
Dr. Bonitatibus adjourned the meeting at 12:16 p.m.

An additional meeting has been scheduled for June 6, at 4:00 p.m. in Conference Room F (changed to June 12 at 1:00 p.m. in Board Conference Room to accommodate Directors’ schedules) so that action can be taken on agenda items prior to the beginning of the 2017-2018 year.

The next regularly scheduled meeting is Tuesday, September 12, 2017, at 11:00 a.m., location TBD.

Date 6/12/17
President
RE: School Broadcast Program Contract

We appreciate your participation in the School Broadcast Program, powered by PlayOn! Sports, under the Consumer Subscription School Access Plan. This letter (our “Agreement”) will serve as confirmation of the involvement of conejotv Educational Television for the Conejo d/b/a CONEJOTV (“School”) and will outline the details of participation with 2080 Media, Inc. d/b/a 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 School Access 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:

Participation in the Consumer Subscription School Access Plan is outlined as follows:

a. Payment Amounts - As a participating school in the Consumer Subscription School Access Plan of the School Broadcast Program, School agrees to pay $2,500.00 upon School’s signing of this Agreement.
b. Sports Events (Live and On-Demand) – All live sporting events produced by School require use 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-sports 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 12 months from the date signed by PlayOn. After 12 months, School license can be renewed by agreement with both parties and may continue to renew after each subsequent 12-month term. School will receive notice of renewal option approximately 30 days prior to renewal date. School will be invoiced unless written cancellation is received. Participation may be canceled at any time. At the written request of School, PlayOn will remove all School produced events on the School video portal.

School will have the option to move to the School Broadcast Program – Consumer Subscription Plan any time at no charge.

Payment Terms. Net 30.

Software License. During the Term of Agreement, PlayOn grants the School 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 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. School 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, School agrees not to reproduce PlayOn’s intellectual property.

**Event Content.** School shall be solely responsible for all event content produced by School using the PlayOn 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 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.

**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 School is in a NFHS Network state, School may produce state playoff events that are not selected for production by the NFHS Network. Rights fees for events produced by School will be waived as long as the event is exclusively distributed either live or delayed on the NFHS Network. 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 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 School and the NFHS Network.

**School Access Plan Subscription Passes.** Under the School Access Plan, School receives the equivalent of one (1) Annual subscription pass for each enrolled high school student. Annual subscription passes can be distributed by School at its discretion. Users of each Annual subscription pass will be required to create an account on the NFHS Network to activate the subscription. Each Annual subscription pass provides the user unlimited access to all content on the NFHS Network for the period of one year (365 days). Passes may not be sold or marketed in any manner inconsistent with this section.

**Revenue Sharing/Administration of Funds.** There is no revenue sharing for subscription passes sold. Specifically:

**Retail Subscription Passes:** 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” means 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. 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.

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. School must earn a minimum of $50 in aggregate subscription proceeds within a school year to receive a check.

**School Access Plan Subscription Passes:** School will not receive any revenue share from subscription passes provided to students as part of the School Access Plan.

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: Treasurer

Email: ___________________________

School: Educational Television for the Conejo (conejotv)

Program Manager: ___________________________

Email: tmccallum@conejoschools.org

Mobile Number: 805-217-5388

Bookkeeper: Cindy Goldberg  
Email: cindy@conejoschools.org  
Phone Number: 805-497-9500 x 411

Subscription Revenue Check Made Out to: Educational Television for the Conejo

Training Date: 1 August 2017

Date of First Broadcast: 25 August 2017

Discounted Annual Pass* Price: n/a

*Your school may offer Annual Subscription Passes at a significant discount from the retail price of $119.95. Fans get full access to all NFHS Network live and on-demand video content, including all playoff and championship events, for 365 days. Your school receives revenue share from each discounted pass sold, the choice to increase the price of discounted passes (minimum base price is $35) and keep all the mark-up on each pass sold, and revenue share from anyone else purchasing subscription passes at retail to watch your school-produced events.
CONEJOTV    Expense Budget Request June 12, 2017

$53  County Registrar for d/b/a ConejoTV
$100  Ventura star d/b/a announcement fee
$2500  NFHS yearly fee for streaming
$200  Business Cards & Stationary
$500  Sales Brochure
$500  Logo Clothing
$250  Lynda.com video training yearly subscription
$1000  ASCAP, BMI music licenses
$3000  Video editing equipment
$3500  Power backup for studio
$450  Satellite receiver for studio
$7000  Insurance

$19,053  Total Request

$7800  current funds
$3500  Conejo Schools Foundation
$5000  District funds 2017/18
$3000  future donations

$19,300  funding
PlayOn! Sports Channel Partner Agreement

Referral Partner Name: ________________________________

Referral Partner Phone Number: _____________________

Effective Date: ________________________________

Initial Term: ________________________________

This CHANNEL PARTNER AGREEMENT ("Agreement") is entered into as of the Effective Date by and between 2080 Media, Ind. d/b/a PlayOn! Sports, with offices at 2835 Brandywine Road, Suite 102, Atlanta, Georgia 30341 ("PlayOn") and the channel partner specified above ("Channel Partner").

1. DEFINITIONS. As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1. "Confidential Information" means information (in tangible or intangible form) that is provided to or obtained from one party hereto by the other party, and that is valuable to the disclosing party and not generally known by the public, but which does not rise to the level of a trade secret under applicable law.

1.2. "PlayOn Software" means PlayOn’s proprietary systems including, without limitation, www.nfhsnetwork.com, the Customer’s web portal profile pages, PlayOn! Manager, PlayOn! Producer, and all internal systems supporting the foregoing platforms.

1.3. "Intellectual Property Rights" means any and all rights to exclude existing from time to time in any jurisdiction under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law, or other similar rights.

1.4. "Proprietary Information" means individually and collectively Trade Secrets and Confidential Information.

1.5. "Trade Secrets" mean information (in tangible or intangible form) which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, and includes any PlayOn Software and design documentation delivered hereunder, if any, in all forms.

1.6. "Live Sporting Event" means a varsity sporting event that is produced using at least one camera, overlay graphics, and a play by play announcer.

1.7. "Qualified School" means any school that has been signed directly by a Channel Partner or assigned to a Channel Partner by PlayOn.

2. FEES.

2.1. In exchange for Channel Partner’s provision of services to a PlayOn Customer, as described on Exhibit A, PlayOn will pay to Channel Partner a "Services Fee" as outlined in Exhibit A.

2.2. Channel Partner will be entitled to Fee for each PlayOn Customer licensing PlayOn Software who first learned of PlayOn Software through Channel Partner (a "Qualified Referral"). Channel Partner will not be entitled to Fees if the Customer had been previously identified by PlayOn or is associated with another Channel Partner or other sales channel. PlayOn will determine, in its sole discretion, whether a Customer is a Qualified Referral.

2.3. Channel Partner is not entitled to make representations regarding the characteristics, capabilities or performance of the PlayOn Software; or hold itself out to be a representative, partner or distributor of PlayOn. Channel Partner must use all PlayOn marks in a manner consistent with PlayOn’s corporate identity guidelines, as may be amended from time to time, and must exercise at least the same standard of care to protect PlayOn’s intellectual property, copyright and trademarks as it does with its own intellectual property, copyright and trademarks.

3. CONFIDENTIALITY.

3.1. Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, transfer, or disclose, directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information of the other party. The recipient of Proprietary Information may only disclose the Proprietary Information to its employees and independent contractors who (i) have a need to know such information in connection with performing under this Agreement, and (ii) are obligated to written terms of non-disclosure protecting such Proprietary Information. Without limiting the foregoing, the recipient of Proprietary Information will exercise at least the same standard of care in protecting the confidentiality of the other party's Proprietary Information as it does with its own Proprietary Information, but in no event less than reasonable care.

3.2. All Proprietary Information, except as provided below, disclosed to the other party shall be marked as confidential if in writing or identified as confidential at the time disclosure if conveyed orally. Notwithstanding the foregoing, Channel Partner agrees that any Proprietary Information in whatever form relating to the design, functionality, operational methods or coding of or relating to the PlayOn Software, shall be deemed the Proprietary Information of PlayOn.

3.3. Each party's obligations under this Section shall not apply to proprietary information which: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such proprietary information without restriction; (iv) is independently developed by the receiving party without resort to the disclosing party's proprietary information; or (v) is required by law or judicial order to be disclosed, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and in that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Proprietary Information or, at the disclosing party's option, shall destroy all such Proprietary Information as the disclosing party may designate.

3.4. The obligations of the recipient of Proprietary Information under this Agreement with regard to the Trade Secrets of the other
party shall remain in effect for as long as such information remains a trade secret under applicable law. The recipient’s obligations with regard to Confidential Information of the other party shall remain in effect during the term of this Agreement and for five (5) years after the expiration or termination for any reason hereof. Notwithstanding the foregoing, any previously executed Nondisclosure Agreement between Customer and PlayOn having nondisclosure provisions shall continue in full force and effect; to the extent of any inconsistency or ambiguity between such agreement and this Agreement, this Agreement shall govern and control in all respects.

4. RIGHTS AND RESPONSIBILITIES.

4.1. Channel Partner will promptly forward to PlayOn any and all qualified leads. Leads must have completed a qualification form in the form attached hereto at Exhibit B to be eligible to be recognized as a Qualified Referral. PlayOn will notify Channel Partner within fifteen (15) business days of receiving a qualified lead if it is considered a Qualified Referral.

4.2. Channell Partner shall comply with all statutes, rules and regulations, and orders of governmental bodies and regulatory agencies applicable to it, including relevant state insurance regulations.

4.3 PlayOn retains the right to syndicate all content that is created or produced by PlayOn and/or the Qualified Referrals, or by Channel Partner at the request of PlayOn or a Qualified Referral, in-part or in-whole, to any distribution platform (“Client Content”). Channel Partner hereby disclaims all right, title, and license to any Client Content unless otherwise provided in writing by PlayOn.

5. TERM AND TERMINATION.

5.1. Unless terminated earlier, this Agreement shall automatically renew on the first anniversary of the Effective Date hereof, unless either party provides ten business days’ notice of an intention not to renew to the other party. During the Term of this Agreement, either party reserves the right to terminate this Agreement, in its sole discretion, within thirty (30) days written notice.

6. NON-SOLICITATION. During the term of this Agreement and for two (2) years after the termination of this Agreement, a party shall not, directly or indirectly, i.) induce or attempt to induce any employee of the other party to leave the employer thereof, or ii.) communicate with or attempt to communicate with any employee or agent of any Qualified Referral for the purpose of selling any product or service to such Qualified Referral that directly or indirectly competes with any product or service sold by PlayOn. Each party acknowledges that in the event that it breaches this obligation, the other party will suffer irreparable harm for which no adequate remedy at law exists.

7. INDEMNIFICATION; DISCLAIMERS OF LIABILITY.

7.1 Channel Partner shall indemnify and defend PlayOn and each of its directors, officers, shareholders, employees and agents and hold each of them harmless, to the fullest extent permitted by law, from and against any and all claims, liabilities, losses, damages and expenses (including attorneys’ fees and costs) as they are incurred that are directly or indirectly related to or otherwise incurred in connection with PlayOn’s bad faith, gross negligence or willful misconduct, any violation of Federal or state laws caused by PlayOn or any breach of this Agreement.

7.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE CONCERNING THE PLAYON SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, THE, EXCEPT WITH RESPECT TO A PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE OR OBLIGATED IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL OR EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF THE SERVICE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. EXCEPT WITH RESPECT TO A PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN ANY AMOUNT OF DAMAGES EXCEEDING THE AMOUNT PAID AND OWED TO CHANNEL PARTNER HEREUNDER

8. MISCELLANEOUS. In the event that either party’s performance is delayed, prevented, obstructed or inhibited because of any act of nature, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party’s reasonable control, the party’s performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Channel Partner shall not assign or otherwise transfer all or any of its rights, obligations or interest under this Agreement without the written consent of PlayOn, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder, will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonation of any continuing or subsequent breach of the same provision. The Agreement will be governed by and interpreted in accordance with the internal laws of the state of Georgia, excluding its conflict of law rules. This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

**PlayOn! Sports**

**Signature:**

**NAME:** Patrick Euart

**TITLE:** Director of Sales

**Channel Partner**

**Signature:**

**NAME:**

**TITLE:**

**COMPANY NAME:**

**ADDRESS:**

**EMAIL:**

**CELL:**

Please email (patrick.euart@nfhsnetwork.com) or fax (404-930-3199) back signed copy to PlayOn! Sports.
EXHIBIT A
COMMISSION FORM

Services Fee Plan: Independent Rep (IR) Offer

A. New schools – IRs may receive a Services Fee for signing Qualified Schools as described in the following:

- IR will be signing schools up to the NFHS Network Subscription plan
- NFHS Network will pay IR $50 per live varsity sporting event up to twenty events per school

B. Selling subscription passes - IRs may receive a Services Fee for selling passes at Qualified Schools as described in the following:

- IR will receive 50% of the Net Revenue* for passes sold to Schools NFHS Network website, when IR is running all productions
- IR may offer a Qualified School the opportunity to participate in Subscription Pass Bundling (“Subscription Pass Bundling” means that a Qualified School agrees to include the cost of a DAP or DSP into an existing or new fee based program ex. booster club, activity fee, participation fee, tuition, etc). These programs are volume based and, therefore, Qualified Schools may be offered incentives to participate. If the Qualified School decides to participate with Subscription Pass Bundling, the IR will receive a cut of the proceeds

*"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

Services Fee Plan: Sales Rep (SR) Offer

A. New schools – SRs may receive a Services Fee for signing Qualified Schools as described in the following:

- SR will be signing schools up to the NFHS Network Subscription plan
- NFHS Network will pay SR $50 per live varsity sporting event up to Ten events per school

B. Selling subscription passes - SRs may receive a Services Fee for selling passes at Qualified Schools as described in the following:

- SR will receive 10% of the Net Revenue* for passes sold to Schools NFHS Network website
- SR may offer a Qualified School the opportunity to participate in Subscription Pass Bundling (“Subscription Pass Bundling” means that a Qualified School agrees to include the cost of a DAP or DSP into an existing or new fee based program ex. booster club, activity fee, participation fee, tuition, etc). These programs are volume based and, therefore, Qualified Schools may be offered incentives to participate. If the Qualified School decides to participate with Subscription Pass Bundling, the SR will receive a cut of the proceeds

*"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

Payment – IR will receive Service Fees based on the terms listed below.

- IR and SR will need to invoice PlayOn for school produced events
- PlayOn will calculate the IR’s and SR’s Services Fees for subscription sold to school website, on a quarterly basis on the following dates: April 30th, July 31st, October 31st, and January 31st. Any qualifying Services Fees will be disbursed within thirty (30) days of these dates.
EXHIBIT B
LEAD QUALIFICATION FORM

This form enables Channel Partner to log a sales lead with PlayOn. This form must be approved by PlayOn before it becomes effective and covers the situation in which you wish to facilitate a sale by PlayOn to a nominated account and to log this with PlayOn to ensure that PlayOn or another representative is not already active in this account.

Corporate and Account Contact Information – please provide at least one decision-maker level contact.

<table>
<thead>
<tr>
<th>Account Contact and Position</th>
<th>School</th>
<th>City, State,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Channel Partner: Lead Accepted For PlayOn by:

____________________  ______________________
Authorized Signature  Authorized Signature

____________________  ______________________
Patricia Euart  Print Name

____________________  ______________________
Date  Date

Please email (Patrick.euart@nfhsnetwork.com) or fax (404-930-3199) back signed copy to PlayOn! Sports.
CIF SOUTHERN SECTION and NFHS Network
Expanding Relationship to include Student Broadcast Program

August 6, 2015

The CIF Southern Section is pleased to inform our member schools that you can now webcast most of your regular season home games via the NFHS Network website without having to pay a rights fee. The goal is to greatly expand your student audio/visual program opportunities and increase the exposure for many of your teams without the issues that come with having to use your own school/district web site.

Specifics:

• STUDENT BROADCAST PROGRAM: This opportunity is available for your campus student audio/visual program. You can do home games and, with your opponents approval, away games too. This program is specifically for student production and may not include pre-produced video advertising or non-student third-party game productions.

• ALL REGULAR SEASON GAMES EXCEPT FOOTBALL: Any regular season game, excluding football, qualifies for this program. Football rights are covered under other agreements and not eligible for this Student Broadcast Program fee waiver.

The NFHS Network has the ability to air a select number of football games per our existing NFHS Network agreement. If you are interested in broadcasting any of your football games please contact the NFHS Network for additional clarification on football availability.

• CLASSIFIED LIKE A WEBCAST ON YOUR SCHOOL WEB PAGE: Per CIF-SS Blue Book, all CIF-SS events are contracted via the CIF-SS office and include a rights fee with the exception of games webcast on the school/district owned main website. Under this agreement, student produced webcasts aired on the NFHS Network website will be similarly classified as those being webcast on the ‘school/district’ web site and will have any rights fee waived.

• NFHS NETWORK VIEWING: All webcasts under this program will be available on the NFHS Network web site and are subject to the NFHS Network subscription requirements for ‘live’ viewing and up to 72 hours later.

http://us4.campaign-archive2.com/?u=f876db36d70e27202baf94d85&id=b67aa40592
hours after the event. Archived viewing 72 hours after the event does not require a subscription.

• **NO CHANGE TO OTHER WEB SITE DISTRIBUTION:** As in previous years, any other third party web sites used to webcast do require to webcast do require a per game rights fee. Examples of third party entities are, but not limited to, iHigh, ustrv.com, thecube.com, livestream.com as well as local newspaper or cable TV web sites. Only the NFHS Network has been reclassified as comparable to a school web site.

• **ORDER OF PRIORITY:** Should an event be requested by a paying client, such as Fox Sports or Cox3, that request would take priority over a non-rights fee student broadcast. In the event the school declines the ‘paying client’, then that denial also eliminates all other broadcast options including the student broadcast for that game.

• **PLAYOFFS:** All playoff events, in all sports, continue to require a per game rights fee.

We are excited to open this easy webcast option for our members who have student audio-visual opportunities.

For more information or to schedule your games via the NFHS Network Student Broadcasting program, visit [www.nfhsnetwork.com/sbp](http://www.nfhsnetwork.com/sbp) or send an email to sbp@nfhsnetwork.com to find out how to sign your high school up and start broadcasting your high school events live. Interested schools can also contact Sean Hennessy directly at (619) 408-2853 or sean.hennessy@playonsports.com.

Should you have additional questions on the CIF-SS video rights policies, please contact John Costello, CIF-SS Director of Marketing, at john@cifsso.org or (562) 493-9500.