



1910 Harrodsburg Rd Suite #104 · Lexington, Kentucky 40503
 Phone (859) 215-7979 - Email sales@blueframetech.com

Client: Hillcrest High School
 Date: 2021-04-19
 RE: BlueFrame Streaming Services

Blue Frame Technology, LLC ("BlueFrame") will provide live streaming, content management, and software services to the Client for a term ending on 6/30/2022. Client will be provided service in accordance with the selected plan below. All plan pricing is based on a yearly commitment and annual payment.

Pricing Sheet

Features

All available streaming plans include the following features:

- All live and archived events can be viewed for free, on a pay-per-view (PPV) basis and/or a pay-per-download (PPD) basis, dependent on the selected streaming plan.
- Archived events will be available to stream for 1 calendar year from the broadcast date.
- Client's content will be shown on the Team1Prep webpage and suite of mobile and OTT apps.
- BlueFrame's proprietary production applications, Production Truck® (Mac/Windows) and Remote Truck® (iOS), are included with all plans.

High School Plan Options

	Entry	Pro
Quality	720p @ 2.0 Mbps (ABR)	720p @ 2.0 Mbps (ABR)
Pay-per-view Price	\$9.95 / broadcast	Client Discretion
Pay-per-download Price	\$14.95 / broadcast	Client Discretion
Revenue Share	50% to Client	70% to Client
Syndication	No Syndication	Syndicate to Social Profiles
Annual Price	\$0	\$300
Plan Selection	<input type="checkbox"/>	<input type="checkbox"/>

Options available on all plans. Annual pricing shown.

Optional: Increase video quality to 1080p @ 4.0 Mbps	\$1,000	<input type="checkbox"/>
Optional: Automated Closed Captioning	\$1,000	<input type="checkbox"/>
Optional: Embed video player on your website	\$500	<input type="checkbox"/>

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Service Agreement

1. Terms of Service

- 1.1. Client will adhere to all items mentioned in BlueFrame's Terms of Use (<http://www.blueframetech.com/terms-of-use/>).
- 1.2. BlueFrame's streaming service provides unlimited domestic viewership.
- 1.3. Unless listed otherwise, a single broadcast has a maximum duration of six (6) hours and an ongoing stream will be automatically stopped after twelve (12) hours. Broadcasts lasting longer than six (6) hours will count as two (2) separate broadcasts, as applicable to any broadcast quantity restrictions.
- 1.4. BlueFrame will provide live phone and email support to producers for all broadcasts which are scheduled in vCloud at least 5 business days in advance of the live event.
- 1.5. All live events will automatically be archived after 1 hour of the completion of the broadcast.
 - 1.5.1. Archived events will remain available to stream for 1 calendar year. Archived events older than 1 calendar year will be automatically deleted from BlueFrame servers and will no longer be available to download or stream on the Team1Sports sites or suite of apps.
 - 1.5.2. Client may download a video file of any broadcast through the vCloud CMS to keep for their own records prior to deletion.
- 1.6. **Production is the sole responsibility of the Client.** Client acknowledges BlueFrame's recommended list of equipment to ensure the highest quality broadcast. Client is free to use their own equipment; however, BlueFrame cannot ensure the highest quality broadcast with unsupported equipment.
- 1.7. BlueFrame cannot be held responsible for Client's Internet connection strength. BlueFrame can advise Client on the appropriate coverage & bandwidth required, but maintaining a network to successfully use BlueFrame services is entirely the Client's responsibility.
- 1.8. Streaming plans which are not entirely subsidized by Pay-per-view revenue are services purchased by the Client for use at the Client's discretion, without any expectation from BlueFrame as to the amount of streamed content. Therefore, the Client's inability to stream, or exercised decision against streaming, does not postpone, pause or otherwise alter the term and payment responsibilities of this Agreement.
- 1.9. BlueFrame will offer training through free public online webinars.
- 1.10. Pricing plans only cover streaming of Client's events. **Any attempt to share broadcasting services or software licenses outside of the contracted Client's organization(s) will be considered a breach of contract**, and may be subject to penalties up to, and including, immediate and non-refundable termination of service.
 - 1.10.1. Client organizations are considered to be the athletic or youth activity departments. Using streaming and software services for activities outside of athletics or youth activities should be restricted to no more than 10 broadcasts per year. Restricted content includes, but is not limited to: school news, graduation ceremonies, or announcements. Should the Client wish to utilize BlueFrame's services beyond its scope more frequently, please contact your BlueFrame representative for options.
- 1.11. Client may upgrade its BlueFrame service or add additional features at anytime during the agreement Term. Mid-term upgrades and/or additional features will be charged at a prorated schedule for the first year. Client may not downgrade or remove previously contracted additional features until agreement renewal.
- 1.12. Unless specifically stated otherwise in the Pricing Sheet, Client may stream an unlimited number of concurrent broadcasts. Should a temporary need arise to



broadcast more concurrent events than this Agreement allows, please contact your BlueFrame representative for more details.

- 1.13. Client acknowledges BlueFrame's permission to use Client as a listed customer for the duration of Client's active BlueFrame service.

2. Revenue Share Details

- 2.1. Client can accrue gross revenue through pay-per-view (PPV) and/or pay-per-download (PPD) collectively known as "content-generated revenue".
 - 2.1.1. Team1Sports Display advertising does not contribute to Client's gross revenue on any of the included plans.
 - 2.1.2. BlueFrame makes no claim to revenue generated by any ad manually inserted by the Client using the Production Truck video clip insertion or graphic overlay features.
 - 2.1.3. Pricing terms for PPV and PPD are governed by the Client's selected plan.
 - 2.1.3.1. If the Client exercises PPV and PPD controls on eligible plans that provide discretion in applying monetization tools, the transaction value must be greater than \$4.99 per viewer purchase.
- 2.2. The Entry Plan requires all broadcasts to be accessible only through Pay-per-view at the stated rates.
- 2.3. Within thirty (30) calendar days of the end of each calendar quarter, Client will receive its revenue share credit as a cash value payment.
- 2.4. Upon service termination, any revenue share credit will be distributed as cash value, pursuant to the terms outlined herein.
- 2.5. Processing and transaction fees do not contribute to Client's revenue share credit.
- 2.6. Viewer refunds will be provided at BlueFrame's discretion and in accordance with our Viewer Terms of Use (www.blueframetech.com/viewer-terms)
 - 2.6.1. In the unlikely scenario more than 25% of event purchases are refunded due to production errors, including but not limited to inadequate Internet bandwidth, poor camera angles cutting off action, or audio issues for a substantial portion of the event, BlueFrame reserves the right to subtract an amount equal to or less than its lost revenue share of refunded purchases from Client's earned credits or payout.
 - 2.6.1.1. BlueFrame reserves the right to decide which situations warrant a "production error". BlueFrame may discuss its decision with the Client prior to a final payout.
 - 2.6.2. Conversely, if viewer refunds are given to more than 25% of purchases due to issues resulting from BlueFrame software or services, BlueFrame will reimburse the Client for its lost revenue share from the refunded purchases resulting from the difficulties.

3. Billing & Payment

- 3.1. Client must pay the annual rate for BlueFrame services upfront, prior to streaming. Failure to pay invoices within an agreeable time may result in service interruption.
- 3.2. The annual rates identified in the adjoined Pricing Sheet will remain in effect for the entirety of the Agreement.
- 3.3. Billing is due as scheduled, regardless of the Client's use of software and/or services. The Client's decision to cancel any event(s) or season(s), including cancellations as a result of Acts of God, shall not alter the payment terms.
- 3.4. BlueFrame retains sole discretion to accept, apply or reject any modifications to the payment amount, terms or schedule.



- 3.5. All payments are due within 30 days of issuance. Any unpaid balances will incur a monthly late fee of 1.5%, inclusive of previously assessed fees.

4. Contract Period and Renewal

- 4.1. This agreement shall be in effect for the entirety of the period of time outlined herein, unless terminated as provided in the terms within BlueFrame Terms of Use or Section 5. Termination of this Agreement.
- 4.2. BlueFrame may submit a contract renewal to Client. The contract renewal may offer different pricing or services to be selected by Client at that time. In the event any terms of the renewal conflict with the terms of this agreement, the renewal terms will supersede; however, all other terms of this agreement will still apply to subsequent renewals.

5. Termination

- 5.1. Client may terminate this Agreement for BlueFrame's breach of any obligations, covenants, representations, payment of fees or warranties in this Agreement, if such breach is not cured, or a long-term resolution is not acceptable to the Client, within sixty (60) days of Client's written notice of the breach to BlueFrame. Upon the expiration of the sixty (60) day window, Client will have thirty (30) calendar days to decide to immediately terminate the Agreement; otherwise, the Agreement will continue as written.
- 5.2. Unless the uncured breach is a result of a change to BlueFrame software or services that occurred during the term of this agreement, all fees incurred after the written notice and before the date of contract termination will remain valid and due in accordance with the payment terms outlined herein.
- 5.3. If Client has paid for their annual subscription in full and the Agreement is terminated, in accordance with the terms herein, in the middle of the annual schedule, Client will be entitled to receive a refund equal to the lesser of 50% of the service fee, or a prorated amount based on the remaining months of the term.
- 5.4. BlueFrame's guidelines for service termination are outlined in the Terms of Use (<http://www.blueframetech.com/terms-of-use/>).

6. General Provisions

- 6.1. In that our high school streaming services are offered at or below cost, BlueFrame bears the time and resource burden of client onboarding and technology maintenance, accepting only the potential upside of eventual commerce to cover these costs. These services and this Agreement are offered "as is". BlueFrame does not accommodate requested revisions for any Agreement language sections for no-charge or below-cost offerings. Please feel free to contact us with any questions regarding the Agreement.
- 6.2. The parties intend this agreement and any terms integrated by reference herein to constitute the complete agreement between the parties.
- 6.3. If any provision of this agreement is held unenforceable or illegal in a judicial proceeding, such provision shall be severed and inoperative, and the remaining provisions shall remain operative.



Acceptance

By signing this Agreement, Client accepts the terms outlined within the entirety of this Service Agreement and adjoining Pricing Sheet.

Hillcrest High School

Signature: _____

Name: _____

Title: _____ Date: _____



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La Sierra High School

Signature: _____

Name: _____

Title: _____ Date: _____



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- 5.4. BlueFrame's guidelines for service termination are outlined in the Terms of Use (<http://www.blueframetech.com/terms-of-use/>).

6. General Provisions

- 6.1. In that our high school streaming services are offered at or below cost, BlueFrame bears the time and resource burden of client onboarding and technology maintenance, accepting only the potential upside of eventual commerce to cover these costs. These services and this Agreement are offered "as is". BlueFrame does not accommodate requested revisions for any Agreement language sections for no-charge or below-cost offerings. Please feel free to contact us with any questions regarding the Agreement.
- 6.2. The parties intend this agreement and any terms integrated by reference herein to constitute the complete agreement between the parties.
- 6.3. If any provision of this agreement is held unenforceable or illegal in a judicial proceeding, such provision shall be severed and inoperative, and the remaining provisions shall remain operative.



Acceptance

By signing this Agreement, Client accepts the terms outlined within the entirety of this Service Agreement and adjoining Pricing Sheet.

Norte Vista High School

Signature: _____

Name: _____

Title: _____ Date: _____