

### **SIDE LETTER AMENDMENT**

This Side Letter Amendment (this "Amendment") is made by and between is made by and between Miami University ("Miami"); and DVSPORT, Inc. ("Company").

WHEREAS, Miami and Company are parties to an agreement titled Quote #QUO0143 dated \_\_\_\_\_ and the revised Company Terms and Conditions provided therewith, which may be amended from time to time by the parties, including all exhibits, schedules, and addenda thereto (the "Underlying Agreement");

WHEREAS, the Underlying Agreement may include certain first-party and/or third party supplemental agreements directly or indirectly referenced within the Underlying Agreement or that are required to be accepted by Miami as a condition of accepting Company's goods and/or services, including, without limitation, end-user license agreements, click-wrap agreements, and other non-negotiated terms and conditions provided by Company (the "Supplemental Agreements," and together with the Underlying Agreement, the "Agreement"); and

WHEREAS, Miami and Company wish to modify the Agreement pursuant to the terms and subject to the conditions contained in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

1. State Law Requirements. Company hereby acknowledges that Miami, as a public university, is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. Accordingly, Miami is prohibited from entering into any agreement that contains the provisions listed in Ohio R.C. 9.27(B)(1)-(9) (the "Prohibited Provisions"). To the extent that the Agreement contains Prohibited Provisions, pursuant to Ohio R.C. 9.27(C)-(D), Company hereby agrees that (a) all Prohibited Provisions contained in the Agreement are void *ab initio*, are hereby deemed deleted in their entirety, and shall not be binding on Miami; and (b) the Agreement shall otherwise be enforceable as if it did not contain such Prohibited Provisions. Further, Company hereby represents, warrants, covenants, and/or agrees (as applicable) as follows: (u) Company will not attempt to enforce any of the Prohibited Provisions against Miami; (v) Company is not subject to an "unresolved" finding for recovery under Ohio R.C. 9.24; (w) Company does not and will not discriminate on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military; (x) Company is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement as outlined in Ohio R.C. 9.76; (y) Company shall comply with, and shall cause all of its employees, contractors, agents, and representatives to comply with, all laws, regulations, and ordinances applicable to Company's business operations and performance under the Agreement; and (z) Company shall not provide any services to Miami under the Agreement outside of the United States of America, and will abide by all requirements of Ohio Executive Order 2019-12D.
2. Public Records Act. Company hereby acknowledges that Miami, as a public university, is subject to the Ohio Public Records Act (Ohio R.C. 149.43 *et seq.*), and is obligated to promptly produce certain of its records when requested by the public. Nothing in the Agreement shall prevent Miami from fully complying with the Ohio Public Records Act. Company hereby authorizes Miami to disclose copies of this Amendment, the Agreement, and all invoices, receipts, and purchase orders related to the Agreement pursuant to a request made under the Ohio Public Records Act without first providing Company notice.

3. Governing Law and Forum. Notwithstanding anything to the contrary in the Agreement, this Amendment and the Agreement, and all related documents, including all exhibits and attachments to any of the foregoing documents, and all disputes and other matters arising out of or relating to this Amendment and Agreement, whether sounding in contract, tort, statute, or otherwise, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any jurisdiction's conflict of laws provisions.
4. Liability. Notwithstanding anything to the contrary in the Agreement, Miami agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under the Agreement. Miami's liability shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and as provided in Ohio R.C. 9.86 and 9.87, as amended. Company agrees that nothing in this Amendment or in the Agreement shall be construed as a waiver of the sovereign or qualified immunity of Miami, Miami's employees, and/or the State of Ohio.
5. Miami Marks. Notwithstanding anything to the contrary in the Agreement, Company may not use any of Miami's trademarks, service marks, logos, trade names, names, or brand indicia (collectively, "Miami Marks") without first obtaining the written consent of Miami's Office of Trademarks and Licensing.
6. Insurance. The terms and conditions located in Section 2.04 of the Miami University Purchasing Handbook are hereby incorporated into this Amendment by this reference. At all times during the term of the Agreement, Company shall procure and maintain, at its sole cost and expense, all insurance coverage required in Section 2.04 of the Miami University Purchasing Handbook. For avoidance of doubt, Company shall add "Miami University and its trustees, officers, and employees" as additional insureds to Company's Commercial General Liability policies and Commercial Automobile Liability policies.
7. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, and other similar health threats (e.g. coronavirus, influenza, etc.); and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give written notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue ("FM Notice"). The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. In the event that the Force Majeure Event persists (or will persist) for a period of (20) days following delivery of the FM Notice, either party may terminate the Agreement by providing the other party written notice. In the event of termination hereunder, (y) Miami will pay any undisputed fees for services fully performed or goods completely delivered in accordance with the Agreement prior to the date of the FM Notice; and (z) Company shall refund all unearned fees, costs, deposits, and/or prepayments made by Miami prior to date of the FM Notice.
8. Incorporation of Amendment; Entire Agreement; Effective Date; Severability; Effect of Amendment. The terms and conditions contained in this Amendment, including the above recitals, are hereby deemed incorporated into the Agreement. This Amendment and the Agreement, including any schedules or exhibits attached thereto, and any amendments or addenda thereto, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof, and

supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. In the event of a conflict between the terms and conditions contained in this Amendment and the terms and conditions contained in the Agreement, the terms and conditions contained in this Amendment shall control. This Amendment shall be effective as of the effective date of the Underlying Agreement (the "Effective Date"), and shall terminate upon the expiration or earlier termination of the Underlying Agreement. If any term or provision of this Amendment or the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Amendment or the Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as otherwise set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

9. Termination for Funding: The Agreement is subject to all necessary funds being available or encumbered pursuant to Ohio Revised Code section 126.07. If the state legislature-approved appropriations do not include fund for the continuation of the Agreement for any fiscal year after the first year and the Miami budget has no funds from any other sources to continue the Agreement, then Miami may immediately terminate the Agreement without penalty or additional costs by providing Company notice. Miami will pay any undisputed fees for services performed or goods delivered in accordance with the Agreement that were rendered and/or delivered prior to the effective date of the termination.

10. Miami Personal Information.

(a) As used herein, "Personal Information" means (i) any information that Company and/or its employees, contractors, agents, or representatives collect, process, receive, or otherwise obtain from or on behalf of Miami or any of its employees or students that does or can identify a specific student or employee of Miami, or by or from which a specific student or employee may be identified, contacted, or located, such as an individual's name, address, social security number, etc., and any other information relating to such identified or identifiable individual; (ii) all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.); (iii) "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d); (iv) "education records" as defined under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq.) ("FERPA"); and (v) "personal data" as defined under the European Union General Data Protection Regulation 2016/679. To the extent that Company has access to "education records," it is deemed a "school official" (as such terms are defined under FERPA).

(b) If Company uses Miami's Personal Information in the performance of the Agreement, then Company hereby agrees (i) to use Personal Information only for the purposes of performing its obligations under the Agreement; (ii) to not disclose or otherwise make available Personal Information to any third party; provided that Company may disclose Personal Information to its employees and legal advisors who have a "need to know," who have been apprised of the restrictions contained in this paragraph, and who are themselves bound by confidentiality requirements at least as restrictive as those set forth herein; (iii) treat Proprietary Information as confidential information, and protect and safeguard the confidentiality of the Personal Information with at least the same degree of care as Company would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; and (iv) to promptly notify Miami in the event Company becomes aware of any loss or disclosure of any Personal Information. Company hereby represents, warrants, and covenants (as applicable) that it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all the Personal Information in Company's possession or control (or in the possession or control of its employees, contractors, and other representatives).

11. Accessibility. The terms and conditions contained in this Section shall only apply if the Agreement involves Miami's purchase of software, software as a service, or similar products and services from Company ("Technology"). Company shall ensure that the Technology complies with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and the Web Content Accessibility Guidelines 2.0, level AA (collectively, the "Accessibility Requirements"). If the Technology does not meet the Accessibility Requirements, then Company hereby agrees that Miami may terminate the Agreement without further liability to Company. In addition to any and all other obligations to indemnify and hold harmless Miami under the Agreement, Company shall also indemnify and hold harmless Miami from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Company's failure to comply with this Section.

*[Signature Page Follows]*

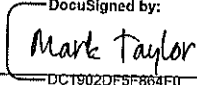
**SIDE LETTER AMENDMENT**

*\*Signature Page\**

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the dates set forth below to be effective for all purposes as of the Effective Date. This Amendment may be executed in any number of counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. Delivery of an executed counterpart of this Amendment by facsimile, electronic mail, or other electronic means has the same effect as delivery of an executed original.

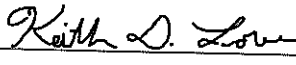
**MIAMI:**

Miami University,  
a body politic and corporate established and  
existing under the laws of the State of Ohio

By:   
DocuSigned by:  
DCT902DF5F864F0...  
Name: Mark Taylor  
Title: Chief Procurement Officer  
Date: 4/25/2022

**COMPANY:**

[DVSPORT, INC.]

By:   
Name: Keith Lowe  
Title: Chief Operating Officer  
Date: 04.19.22

*Approved and updated by Miami's Office of General Counsel on December 21, 2021.*



**DVSPORT, Inc**  
**1 Penn Center West**  
**Suite 200**  
**Pittsburgh PA 15276**  
**United States**

# Quote

Date	Quote #
04/18/2022	QUO143

Page 1 of 2

## Bill To

Miami University  
 500 East Sycamore St  
 Suite 230  
 Oxford OH 45056  
 United States

## Ship To

Matt Yoches  
 Miami University  
 501 E High St  
 Oxford OH 45056  
 United States

Expires

PO #

Terms

Currency

04/27/2022

Due on receipt

USD

## Description

Quantity

Rate

Amount

24 Drive, 4U Rack Model - 96TB Video & Database Server (DV2440TBR) - Video Storage Drive Array (24 drives) w/RAID 6 Protection 88TB of usable disk space with approx. 24,444 hours of video storage.	1	25,000.00	25,000.00
Initial On-Site Software & Hardware integration, installation & product training	1	1,500.00	1,500.00
Existing DVSPORT GameDay Annual Service & Support: 24/7/365 Phone, E-mail, Text, and Remote Access Support	5	17,500.00	87,500.00
Annual Support Adjustment - 5%	5	1,250.00	6,250.00
Existing Server 24/7/365 Phone, E-mail, Text, and Remote Access Support	5	2,500.00	12,500.00
Existing DVSPORT 360 for Football- iOS or Browser Cloud Access to Video/Playbook/Scouting - 1000 Hours - Annual Subscription	5	2,500.00	12,500.00
Existing DVSPORT WebSync for Football - Unlimited Users - Sync DVSPORT Database via an internet connection - Annual Subscription	5	2,500.00	12,500.00
Existing DVSPORT LaunchPad Annual Service & Support: 24/7/365 Phone, E-mail, Text, and Remote Access Support	5	250.00	1,250.00
Payment Schedule			
Upon Execution - \$26,500 (Server & Installation)			
October 1, 2022 - \$26,500			
October 1, 2023 - \$26,500			
October 1, 2024 - \$26,500			
October 1, 2025 - \$26,500			
October 1, 2026 - \$26,500			

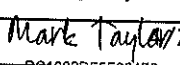


DVSPORT, Inc  
1 Penn Center West  
Suite 200  
Pittsburgh PA 15276  
United States

# Quote

Date	Quote #
04/18/2022	QUO143

Page 2 of 2

Description	Quantity	Rate	Amount
<p>Upon Signature Acceptance below, Client hereby acknowledges that the individual signing on behalf of the Client is an authorized representative of Client for purposes of entering into this purchase agreement.</p> <p>Terms and Conditions: Client hereby acknowledges that it has received DVSPORT's Terms and Conditions and Maintenance and Support Policy (each of which are incorporated herein as if set forth in full and made a part of this Sales Agreement)," (collectively, the "Terms and Conditions") and hereby agrees to comply with those Terms and Conditions, as such Terms and Conditions may be updated from time to time by DVSPORT as set forth therein.</p> <p>Payment Terms: Invoices due and payable upon receipt, unless otherwise stated. Prices are exclusive of all state and local taxes and shipping and handling, unless otherwise noted. If applicable, state and local taxes and shipping fees will be adjusted at the time of invoicing.</p> <p>In consideration of the mutual covenants and agreements of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, intending to be bound, hereby agree to the terms above and the provisions of the Terms and Conditions.</p>			
<p>DocuSigned by:              Mark Taylor            Signature, Date</p>	Total		\$159,000.00
<p>Acceptance: <u>Mark Taylor</u> <u>4/25/2022</u>            Signature, Date</p>	<p>Mark Taylor            Print Name &amp; Title</p> <p>Chief Procurement Officer</p>		



QUO143