

This agreement to provide football coach education and resources (the "Agreement") is by and between _____ ("School") with its principal place of business at _____ and Heads Up Football, LLC, an Indiana limited liability company with its principal place of business at 45 North Pennsylvania Street, Suite 700, Indianapolis, IN 46204 ("HUF LLC"). For mutual consideration, the parties agree as follows:

1. Definitions.

1. "School" – School is defined as an individual school or multiple schools organized within a school district or section.

2. Heads Up Football® Resources and Services. HUF LLC will make the following resources and services available to School's football coaches (the "Services"):

1. Online high school coach certification course(s) available through NFHSLearn.com for a fee of \$10/coach. The High School Coach Certification includes four modules:

1. Football specific content, including shoulder tackling and blocking and equipment fitting;
2. Heat and hydration;
3. Sudden cardiac arrest; and
4. Concussion education.

Upon completion of these four modules, the coach will be eligible to receive \$1 million excess coach liability insurance in excess of any other valid insurance, whether collectable or not, for the calendar year the training was completed.

2. In-person coach training.

1. Included in the \$10/coach fee referenced in Section 2.1 above, one coach from School may attend a regional training clinic.
2. For an additional fee, HUF LLC will train School's coaches at a local in-person training clinic. This option may not be available in all locations and may require a minimum number of participating coaches.

3. **Resources.** HUF LLC will provide School's administrator with administrator access to HUF LLC's then available suite of online football resources and benefits (the "HUF Resources" or "Services"). School administrator must enroll on usafootball.com.

3. **Fee:** The fees set forth in section 2 may be paid by School, individual coaches, or third party, including by ESPN grant.

4. **Term and Termination.** This Agreement is effective the date of execution (the "Effective Date") and shall terminate on December 31, 2017.

1. **Renewal.** If School elects to renew, it must sign a new agreement each year. Each party understands that the other may elect not to renew the agreement in its sole discretion and without cause. If School (regardless of who is designated to

pay the fee in section 3) has a balance due/owing with HUF LLC from previous season(s), it will be ineligible to register for HUF until the balance has been paid in full.

2. **Termination.** HUF LLC may terminate School's access to the website, its account, or this Agreement for cause with 30 calendar days' advance notice to School and an opportunity to cure. Upon termination, School will have no right to use the Services. If School is dissatisfied with this Agreement or any terms, policies or practices of HUF LLC in operating the HUF Services, any content available through the Services, or any changes to this Agreement, its sole recourse is to cancel School's account.
5. **Waivers and Releases.** School will implement a system for each participant's parent or legal guardian to execute a waiver and release that releases HUF LLC, and its officers, directors, employees, and parent companies, for damages that result from participating in School's football program. School may use existing waiver and add HUF LLC as a released party or may use a parent information and release form provided by HUF LLC.
6. **HUF LLC's Intellectual Property Rights.**
 1. HUF LLC grants School a limited, revocable, non-exclusive right to use the USA Football Mark shown below for the sole limited use of displaying on School's website and paper collateral, such as registration materials, programs, and brochures, to provide a link back to the usafootball.com webpage and provide information about the Heads Up Football program.



2. Such use shall be subject to the terms of this License Agreement and to any limitations communicated by HUF LLC at any time and may be suspended, revoked or terminated by HUF LLC at any time for any reason.
3. Any USA Football Marks or materials used by School shall be and remain at all times the sole and exclusive property of HUF LLC. USA Football Marks may not be revised or altered in any way and must be displayed in the same form as produced and provided by HUF LLC (including the use of applicable trademark and/or copyright notices).
4. USA Football Marks must be used in a professional and lawful manner and may not be used in any manner that (1) discredits HUF LLC, USA Football, Inc., or its partners or affiliates or tarnishes any of their reputations or goodwill, (2) is false or misleading, including any mischaracterization of the relationship between HUF LLC and School, or (3) violates the rights of others or public policy.

5. If School desires a limited, revocable, non-exclusive right to use HUF Marks to display on School's website and paper collateral, such as registration materials, programs and brochures, as well as on banners, flags, coach credentials, merchandise, or apparel, school may execute a Heads Up Football Declaration of Compliance (the "Declaration").
 1. Upon verification that the Declaration is correct and meets the Heads Up Football High School standards, School may call itself a "2017 Heads Up Football High School" (and if a School District and all schools within the District qualify as "2017 Heads Up Football High Schools", the district may call itself a "2017 Heads Up Football District") and HUF LLC will send School digital files and a license to use the 2017 HUF Mark (the "HUF License") which is incorporated into this Agreement in its entirety.
 2. Use of HUF marks shall be subject to the terms of the License, this Agreement, and any limitations communicated by HUF LLC at any time and may be suspended, revoked or terminated by HUF LLC at any time for any reason. 6.3. HUF LLC represents and warrants that it has full right and title to the HUF Marks and a license to use the USA Football Marks and is authorized to license their usage as contemplated by this Agreement.
6. School may not use, distribute, sell, license or create derivative works from any of USA Football or HUF LLC's logos, marks, names or copyrighted or trademarked material (collectively, "HUF Marks"), including but not limited to graphic files and software available on HUF LLC or USA Football's web site(s), or allow any third party to do any of the foregoing.
7. Any breach of the terms of this Section 6 constitutes a material breach of this Agreement and may result in termination of this Agreement.

7. Hold Harmless.

1. HUF LLC holds School harmless and releases it from all claims arising out of HUF LLC's negligent acts or omissions.
 2. School holds HUF LLC harmless and releases it from all claims arising out of School's negligent acts or omissions or operations, including operation of its football program and implementation of the Heads Up Football educational resources and services.
8. **Compliance.** Each party hereto understands, acknowledges and agrees that it will comply with all laws, regulations and other legal standards applicable to its performance under this Agreement, including but not limited to any laws or regulations regarding student participation in a sport or athletic contest and establishing or adhering to concussion, hydration or cardiac arrest protocols. Each party will exercise due care and act in good faith at all times in its performance under this Agreement and its delivery of football games, practices, events or other programs.
9. **No Warranties.** SCHOOL AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HUF

LLC PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES AND SCHOOL'S USE THEREOF. THE HUF SERVICES AND THE RELATED SOFTWARE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS.

10. **Miscellaneous.**

1. **Entire Agreement.** This Agreement constitutes the entire agreement between School and HUF LLC and replaces all prior agreements (whether oral or written) between the parties relating to such subject matter. This Agreement may not be revised, amended or modified unless both parties agree to such revision, amendment or modification.
2. **Severability.** Except as otherwise expressly provided in this Agreement, if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such invalidity, voidness or unenforceability materially alters the purposes of this Agreement.
3. **Relationship.** HUF LLC and School are separate entities and do not create an association. Nothing in this Agreement shall constitute or be deemed to constitute HUF LLC, on the one hand, and School on the other, as partners, joint venturers or principal and agent. Neither party has the authority to enter into any agreements or contracts on behalf of the other or to bind the other party in any way, and shall not represent, either explicitly or implicitly, that it possesses any such authority.
4. **Assignment; Successors and Assigns.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
5. **Waivers.** No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of, nor any single or partial exercise of, any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege under this Agreement.

School's signatory warrants that he or she has the express authority to bind School to the terms and conditions of this Agreement set forth above.