

## School District Pixellot Use Agreement (Install Included)

**Fairfax County Public Schools**  
**8115 Gatehouse Road**  
**Falls Church, VA 22042**

**Effective Date:** January 1, 2021

This Agreement (our “Agreement”), dated as of the Effective Date set forth above, by and between the **Fairfax County School Board**, the Virginia public body that governs Fairfax County Public Schools (“FCPS” or “District”), and 2080 Media, Inc. d/b/a PlayOn! Sports, the Delaware corporation that operates the *NFHS Network* School Broadcast Program (“PlayOn” or “Contractor”), provides as follows.

### **I. General Provisions.**

1. PlayOn will provide fifty (50) units of hardware and software (“Pixellot Systems”) for FCPS’ use during the term of this Agreement, each of which includes:
  - a. Pixellot camera head;
  - b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos;
  - c. Cat6 ethernet cables to connect workstation to camera head and provide camera power (1);
  - d. Pixellot automated production for supported events; new events will be added as released;
  - e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine);
  - f. Software upgrades (while the Agreement is in effect);
  - g. Point to Point wireless Internet base station (if School does not have hard-line Internet available at Pixellot venue); and
  - h. Installation of the Pixellot Systems will be performed by PlayOn at each FCPS high school listed below within sixty (60) days after the Effective Date. Installation will be performed in accordance with the requirements set forth on Schedule 1.

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information cabling provided by PlayOn

#### **Pricing for the Agreement†:**

Description	Price
One-Time Fee	\$0.00
Extra Accessories (if applicable)	n/a
<b>TOTAL DUE</b>	<b>\$0.00</b>

2. Pixellot Systems will be installed at the following FCPS venues:

PlayOn will install a Pixellot System in the main basketball gym and in the football stadium at each of the following FCPS high schools:

Annandale High School	Falls Church High School	Lake Braddock High School	Mclean High School	South Lakes High School
Centreville High School	Hayfield High School	Langley High School	Mount Vernon High School	West Potomac High School
Chantilly High School	Herndon High School	Lewis High School	Oakton High School	West Springfield High School
Edison High School	TJHSST High School	Madison High School	Robinson High School	Westfield High School
Fairfax High School	Justice High School	Marshall High School	South County High School	Woodson High School

3. **Delivery/Installation:** Deliveries and Installations for items under this contract will be made as requested by the FCPS Director of Student Activities and Athletics (the “Athletics Director”) or his designee to each individual school site/location; FOB Destination. Deliveries shall be made between the hours of 8:00 am and 3:45 pm on a regular FCPS business day, unless other arrangements have been made by the purchase order originator.
4. **Contract Documents:** The Contract Documents shall consist of (1) this signed Agreement, (2) future mutually agreed upon modifications, (3) all exhibits and schedules hereto, including (a) Installation Requirements for FCPS/PlayOn Agreement (Schedule 1), (b) FCPS Virginia Mandatory Contract Provisions (Schedule 2), (c) FCPS Confidentiality Addendum (Schedule 3), and (d) the Contractor’s Certificate of Liability Insurance (Schedule 4).
5. **Contract Administrator:** FCPS has identified the FCPS Director of Office of Procurement Services to serve as the interpreter of the conditions of this Agreement.
6. **Technical Point of Contact:** FCPS has identified the Director of Information Technology Operations (the “DITO”) as its technical point of contact. The DITO, together with the Athletics Director, shall work directly with PlayOn in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under this Agreement.
7. **PlayOn will provide the following software and additional services during the Term (as defined below):**
- A branded School video portal on [www.nfhsnetwork.com](http://www.nfhsnetwork.com) for all Schools listed above.
  - PlayOn proprietary software (NFHS Network Console) for the complete management of FCPS events including scheduling, event information, and event availability.

- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of consumer subscriptions to watch FCPS and all other NFHS Network events (“Consumer Subscription Plan”).
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal.
- e. Standard on-call customer support, account management, training, software updates, software support, and software licenses. The cost of the annual software license for the PlayOn Software is waived as part of the Agreement.
- f. An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program.

## **II. Broadcast Rights and Event Content:**

1. **Regular Season Event Broadcasts** — FCPS agrees to livestream all regular season sports events between VHSL schools at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). FCPS has the right to determine on-demand availability of regular season events through “blackout windows.” FCPS also grants PlayOn the right to livestream all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. FCPS will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn’s activities; provided that FCPS may allow student-led groups to live broadcast regular season sports events (“School Co-Broadcasts”) as part of a broadcast media curriculum program. For the sake of clarity, events selected by a School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems. FCPS may allow (at its discretion) third party local television coverage to broadcast regular season events at a FCPS without violating these restrictions. For the sake of clarity, FCPS shall also broadcast via the Pixellot System on the NFHS Network any regular season event that is broadcast on local linear television by a third party. In the event that FCPS has a regular season game broadcast on a national linear television network (“National Broadcaster”), FCPS shall also broadcast via the Pixellot System on the NFHS Network if so permitted by the National Broadcaster.
2. **Postseason Event Broadcasts.** FCPS agrees that the Pixellot Systems will be used to broadcast all Virginia High School League (“VHSL”) State Postseason events via the Pixellot system installed in the venue where the event takes place. VHSL State Tournament Broadcast Fees for State Postseason events produced by Pixellot Systems at FCPS venues will be waived since the event will be distributed exclusively on the NFHS Network. PlayOn represents and warrants to FCPS that PlayOn has the exclusive right to select any VHSL State Postseason



events for live broadcast with no VHSL State Tournament Broadcast Fees due by FCPS.

3. **Practices.** FCPS may use the Pixellot Systems to schedule and record practices for internal use by FCPS. FCPS must manually schedule all practice sessions and events will be marked as “private” and not available for viewing by consumers.
4. **Content Syndication.** PlayOn retains the right to syndicate the content, in-part or in-whole, to other distribution platforms subject in all circumstances to FCPS’s right to refuse such content syndication if designated distribution platform is inconsistent with either the mission of FCPS, or general FCPS guidelines for the appropriateness for viewing by the school district’s student population. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. PlayOn may syndicate content such as game highlights to promote and market FCPS, its Schools, and the NFHS Network. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of FCPS), FCPS will receive a revenue share of 10% of net sales of such DVDs and downloads, less fulfillment costs. Notwithstanding the foregoing, FCPS has the right to download FCPS-produced events and upload the content into a game-film-analysis platform for use by coaches, provided that FCPS does not make full-length events generally available to consumers.
5. **Event Content.** FCPS shall be solely responsible for all event content produced by FCPS 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. FCPS agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of FCPS, PlayOn will remove FCPS produced events on the FCPS video portal. The parties agree that Pixellot system will not be turned on except for scheduled events, scheduled practices, and required system maintenance.
6. **Consumer Subscription Platform** — Unless FCPS pays the fee set forth below for one or more school site licenses, all sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At FCPS discretion, FCPS may charge a subscription fee to any view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify FCPS in writing of any such modifications a minimum of 60 days in advance of any such change.



7. **School Site Licenses**. In its discretion, FCPS may pay a fee (a “Site Fee”) of \$3,000 per school for a 12-month period for a school site license with respect to any one or more of its schools. The Site Fee only applies to Regular Season Event Broadcasts produced by the School that corresponds to the Site Fee; it does not apply to (1) Regular Season Event Broadcasts produced by another school unless FCPS has paid the Site Fee with respect to all FCPS schools, in which case it applies to all Regular Season Event Broadcasts produced at any FCPS school; and (2) any Postseason Event Broadcasts, including those where School is a participant.
8. Following: (a) installation of two Pixellot Systems at all FCPS schools listed on page 2 of this Agreement, and (b) livestreaming of a minimum of one Regular Season Event at each such school for viewing by the school community, FCPS will pay PlayOn the Site Fee of \$3,000 per school (\$75,000 in total) for school site licenses covering each school listed on page 2 of this Agreement. The Parties agree that, notwithstanding the fee schedule set forth in the first sentence of this Section 7, the initial Site Fee will cover the period commencing on the date of the first livestreaming of a Regular Season Event at an FCPS school and ending June 30, 2022. Notwithstanding the foregoing, in the event that sports activities are not held for a full athletic season in any venue during the first 180 days of contract year 1 due to the COVID-19 pandemic, FCPS will be entitled to receive, in its discretion, either a pro rata credit or pro rata refund of the Site Fee with respect to such period of inactivity. Beginning on July 1, 2022 and the remainder of the Term, FCPS may opt to pay the Site Fee set forth above for some or all of its schools for such period as it may elect. Notwithstanding the foregoing, the Site Fee (for any FCPS school that opts to elect the Site Fee) will be four thousand dollars (\$4,000) per school year, starting July 1, 2023 and for the remainder of the term.
9. **FCPS-sold Sponsorships** — FCPS schools and booster groups may sell sponsorships to be included within the broadcast of FCPS events and/or on its School video portals. FCPS will retain 100% of all sponsorship sales made by FCPS schools and booster groups.
10. **Network Advertising** — PlayOn may advertise on any FCPS video portal and within any FCPS broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen so long as such does not interfere or detract from the viewing of the event. PlayOn ads will conform to *NFHS Network Commercial Materials Guidelines*. Guidelines are provided in Exhibit B. FCPS reserves the right to require PlayOn remove network ads that do not conform to

FCPS standards. PlayOn will retain 100% of all sponsorship sales from Network Advertising.

**11. Third Party Sponsor Advertising**—Not Applicable.

**12. Third Party Relationships** — Any third-party relationships that either party develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of that party. In particular, PlayOn has subcontracted with National Scholastic Sports, LLC d/b/a National Amateur Sports (“NAS”) to conduct such duties as are stated in Exhibit D. PlayOn agrees to cooperate with NAS and with FCPS.

**13.** Neither party assumes any responsibility whatsoever for any third-party relationships the other party enters into.

**III. Terms and Conditions**

**1. Term and Termination of Contract.** This Agreement is effective as of January 1, 2021 (“Effective Date”) and will continue through June 30, 2026 (the “Initial Term”). Following the Initial Term, FCPS shall have the option to renew for one (1) additional five (5) year period (a “Renewal Term”). The Initial Term and any Renewal Term will be referred to herein as the “Term.”

If FCPS elects to terminate the Agreement at any time before the end of the Initial Term, FCPS is obligated to pay a fee (“Early Termination Fee”) to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot system removed as a consequence of such termination. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems that are to be terminated by two thousand-five hundred dollars. FCPS acknowledges that the Pixellot systems are being provided to FCPS at a subsidized price in consideration of the licenses granted by FCPS and the revenue that PlayOn expects to receive from such licenses over the course of the Term. FCPS agrees that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

FCPS has the right to terminate this Agreement for any or no cause after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of thirty (30) days before the effective date of the termination. No additional fee will be due if the term is extended for any length of time beyond the Initial Term or if FCPS chooses to terminate the Agreement after the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot systems immediately, if FCPS has breached any provision of this Agreement and failed to cure such breach within 60 days following receipt of PlayOn’s notice of the breach; provided that FCPS will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, FCPS



has the right to terminate the Agreement and PlayOn will remove the Pixellot systems at its own expense.

2. **Internet Connectivity** - FCPS must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that FCPS requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then FCPS must provide and install the Point to Point system at its own expense.
3. **Software License.** During the Term of Contract, PlayOn grants FCPS a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system for the purposes contemplated by this Agreement. The Software may be used solely to schedule, capture, produce, encode, and record content from FCPS events for distribution to viewers solely on the NFHS Network. FCPS shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than FCPS pages on the NFHS Network video portal ([www.nfhsnetwork.com](http://www.nfhsnetwork.com)). FCPS agrees that PlayOn or its licensors 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, FCPS agrees not to reproduce the Software or PlayOn's intellectual property. FCPS acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and FCPS agrees to comply with all such terms. Both FCPS and PlayOn agree that the FCPS Confidentiality Addendum shall apply and shall prevail over any conflicts in terms and conditions found in this contract or any other agreement. The Pixellot EULA will be provided at FCPS request.
4. **Indemnification for IP Infringement.** PlayOn shall indemnify FCPS against any third-party claim that the Software and/or the Pixellot Systems on the one hand, or FCPS's use of either or both on the other, infringes the intellectual property rights of a third party.
5. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems in a safe, secure manner and in accordance with Schedule 1 and all applicable codes and will coordinate with FCPS to use PlayOn's good

faith efforts to complete the installation work (“PlayOn Installation”) within sixty (60) days after the Effective Date and will in any event complete the PlayOn Installation on or before March 31, 2021. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that FCPS requires special cabling for any reason, then special cabling must be provided at the sole expense of FCPS. FCPS agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If FCPS needs to reschedule or cancel a PlayOn Installation, FCPS must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to FCPS.

FCPS agrees that PlayOn may use its own service providers (including third-party contractors) to perform the PlayOn Installation so long as all such providers meet all requirements for entry to school venues as set forth on Exhibit E.

FCPS agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.

6. **Receipt of Goods.** Upon delivery of the Pixellot Systems, FCPS will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components.
7. **Revenue Sharing.** FCPS will receive ten percent (10%) of the Net Revenue (“Revenue Share”) for Monthly subscription passes attributed to DISTRICT’s Pixellot System-produced content for the initial sale of each Monthly subscription pass plus each subsequent renewal, until canceled. “Net Subscription Revenue” means gross revenue received from consumer subscription passes sold through the consumer subscription platform, less e-commerce fees incurred by PlayOn with respect to subscription transactions.

PlayOn will offer “discounted” Annual (12 month) subscription passes for sale on FCPS event pages and on custom FCPS landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a minimum price point set by PlayOn (“Annual Pass Price”) along with a cost basis that will be used to calculate revenue share to FCPS. By way of example, FCPS will make \$19.99 for every Annual subscription pass sold and attributed to FCPS at the Annual Pass Price of \$69.99 (as of the Effective Date) with a cost basis of \$50. From time-to-time PlayOn will make available new subscription packages to offer to consumers and will make those new subscription packages available to FCPS. For the sake of clarity, the



pricing, terms, and revenue sharing amounts for FCPS will be the same as for all other schools.

8. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If FCPS produces regular season content on an alternative streaming platform in violation of the Agreement, NFHS Network reserves the right to withhold any Revenue Share attributed to FCPS. PlayOn will calculate the funds to be disbursed to FCPS with respect to the revenue sharing agreements set forth herein on a quarterly basis on the following dates: October 31<sup>st</sup>, January 31<sup>st</sup>, April 30<sup>th</sup>, and July 31<sup>st</sup>. Funds will be disbursed to FCPS within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. FCPS must earn a minimum of \$50 in aggregate subscription proceeds within a school year to receive a check.
9. **Audit.** Contractor shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by FCPS, whichever is sooner. FCPS and its authorized agents shall have full access to and the right to examine any of said material during said period.
10. **Availability of Funds.** It is understood and agreed between the parties herein that, if necessary, FCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

#### **IV. Special Terms**

1. **Ownership and Return of the Pixellot System.** PlayOn is providing the Pixellot Systems for FCPS use during the term of this Agreement. It is not selling the Pixellot Systems to FCPS. The Pixellot Systems will remain PlayOn's property and PlayOn will remove the Pixellot Systems from FCPS if this Agreement terminates for any reason. FCPS shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn such physical access as may be required to the Pixellot Systems at such time or times that do not unreasonably interfere with or disrupt FCPS's operations.
2. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide FCPS with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken units during the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by FCPS.
3. **Providing of Sports Schedules.** FCPS will make best efforts to submit event schedules to PlayOn for the period of January 1, 2021 through June 30, 2021



within ten (10) days after the Effective Date, or within ten (10) days from the date that schedules are finalized for any particular sport. Thereafter, FCPS will be required, prior to 60 days before the start of a sport season, to provide the event schedules for all teams in all sports that occur in the venue where the Pixellot System is installed. Schedules can be provided in a mutually acceptable format. PlayOn will be responsible for the initial data entry of all game schedules in the event that FCPS does not elect to do so. In event of a known change of schedule to an event, FCPS will make the required changes.

4. **Marketing.** FCPS agrees that PlayOn may market FCPS's events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
5. **Confidentiality.** The terms of this Agreement are commercially sensitive and are PlayOn's confidential information. If FCPS is required or ordered to disclose the terms of this Agreement for any reason, including any open records request, FCPS will notify PlayOn.
6. **Additional Pixellot Systems.** During the Initial Term, PlayOn will offer additional Pixellot Systems (up to two per School) for a one-time fee of two thousand five hundred dollars (\$2,500) per Pixellot System and under the same general terms of the Agreement; provided that the additional Pixellot Systems are designated for the baseball field and softball field at the FCPS School. PlayOn will also provide installation any additional Pixellot Systems for a fee of one thousand dollars (\$1,000) per Pixellot System. For the sake of clarity, an FCPS School, at its sole discretion, could add two Pixellot systems and have them installed by PlayOn for a total cost of seven thousand dollars (\$7,000). In the event that there is a more competitive offer made to other school districts after the Effective Date for a quantity of at least six (6) Pixellot Systems, or there is an alternative product offered by Pixellot (for baseball and softball venues) that is less expensive, then FCPS and any FCPS School will receive the more competitive offer as well.
7. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO 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 FCPS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS OBTAINED FROM PLAYON'S LIABILITY INSURANCE IN RESPECT OF THE UNDERLYING CLAIM MADE BY FCPS UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

#### **V. District Required Provisions**

- 1. Insurance and Liability:** PlayOn shall maintain in force during the term of this Agreement general, professional, media, and cyber liability insurance, with coverage of at least One Million Dollars (\$1,000,000) for each occurrence, insuring itself and its agents and employees for their acts, omissions or negligence. Contractor shall provide evidence of such insurance coverage in the form of a Certificate of Insurance and shall name FCPS as an additional insured on the general liability coverage. Any provision hereof not permitted by such laws of the Commonwealth of Virginia is expressly deleted from this agreement. Nothing contained herein shall be deemed as, or construed to be, a waiver of FCPS' sovereign immunity to the extent applicable.

PlayOn shall assume all liability for damage or injury to the property or persons in connection with the services contracted for, and of all damage or injury to any person or property wherever located, in each case resulting from any negligent or more culpable action, omission, commission or operation by PlayOn, its agents or employees, in connection in any way whatsoever with PlayOn's work, services or products.

- 2. Hold Harmless and Indemnification:** PlayOn shall indemnify, defend, and hold harmless FCPS, its members, officers, employees, agents, and representatives thereof from suits, actions, or claims of any kind (including attorney's fees) brought on account of any personal injuries, damages, or violations of rights sustained by any person or property on account of any negligent or more culpable act, omission, or commission of PlayOn or its employees, agents, or subcontractors in connection with the work or services under this Agreement, or from any claims or amounts arising from PlayOn's or its employees', agents' or subcontractors' violation of any law, bylaw, ordinance, regulation or decree. PlayOn agrees that this clause shall include claims involving the Services' infringement of intellectual property rights, patent or copyright. These indemnifications shall survive the termination of this Agreement.



3. **Headings:** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this contractual Agreement.
4. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the Commonwealth of Virginia and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
5. **Relationship of the Parties:** The relationship of the parties to each other is solely that of independent parties. No party shall be considered an employee, employer, principal, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained In this Agreement be construed to create any partnership or joint venture between the parties. PlayOn shall act solely as an independent contractor rendering services and shall have no authority to execute Agreements, Contracts or make commitments on behalf of FCPS. Notwithstanding anything in this Agreement to the contrary, if at any time during the Term, PlayOn provides services to a third-party on terms (including but not limited to terms relating to revenue sharing) and conditions more favorable than those accorded to FCPS hereunder, then PlayOn will promptly notify FCPS in writing and the benefit of such more favorable terms and conditions, which, upon acceptance by FCPS, will be retroactive to the date that such more favorable terms and conditions were first effective for such third party. Upon written request by FCPS, PlayOn will provide written confirmation that it is in compliance with the requirements of this Section.
6. **Severability:** The provisions of this Agreement shall be deemed severable. If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of PlayOn and FCPS shall be construed and enforced accordingly.
7. **Entire Agreement:** This Agreement constitutes the entire contractual understanding between the parties. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

- 8. Modifications or Changes to this Agreement:** All modifications and changes to this Agreement shall be ordered solely in writing, specifically designated to be a “Change Order” to the Scope of Work or an Amendment to the terms and conditions of this Agreement. Such Change Orders to the Scope of Work shall be limited to reasonable changes in the services to be performed, the cost, or the time of performance. No Change Orders to the Scope of Work or Amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. FCPS and PlayOn agree to jointly evaluate and assess the quality of the work and services on an ongoing basis and to make modifications as deemed necessary. Each Change Order to the Scope of Work or other Amendment executed under this Agreement shall incorporate the terms and conditions of this Agreement.
- 9. Waiver:** The failure of either party to strictly enforce any term, right condition or provision in this Agreement shall not be deemed to be a waiver of such term, right, condition or provision. If either party waives any right, power or remedy, such waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement.
- 10. Assignment:** Neither party shall assign or otherwise transfer any rights or delegate any obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer or delegation without such consent shall be void.
- 11. Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, pandemic, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.
- 12. Non-discrimination:** All parties to this Contract agree to not unlawfully discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender, gender identification, disability, age (except where sex or age is a bona fide occupational qualification), or any other category protected by law.
- This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.
- 13. Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.



**14. Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity of FCPS.

**IN WITNESS WHEREOF** and intending to be legally bound hereby, the parties hereto have carefully read, understood, and have caused this Agreement to be effective and executed by their duly authorized officers on the day and year first written below,

**AGREED TO AND ACCEPTED BY:**

[Signatures on Next Page]





# SCHOOL BROADCAST PROGRAM

\*\*\*Complete the information below and fax entire document to 404.920.3199\*\*\*

Signed:

Date: 12/21/2020

Robert Rothberg

Title: Chief Content Officer

PlayOn! Sports

## Accepted by Fairfax County School Board:

Signature:

December 20, 2020

Name:

Michelle R. Pratt

Title:

Director, Office of Procurement Services

Email:

mrpratt@fcps.edu

School:

Fairfax County School Board, the Virginia public body governing Fairfax County Public Schools

## District Primary Contact:

William G. Curran, Director of Activities and Athletics, Fairfax County Public Schools

Email:

wgcurran@fcps.edu

Mobile Number:

703-932-1958

## District Bookkeeper:

Shakeel Yusuf, Comptroller, Fairfax County Public Schools

Email:

FCPSInvoices@fcps.edu

Phone Number:

571-423-3700

## District IT/Network

Contact:

Tom Vandenburg, Director of Information Technology Operations

Email:

tvandenburg@fcps.edu

Phone Number:

730-329-7510

Shipping Address for Pixellot Systems:

☐ Individual Schools

OR

☐ Single Address (write below)

PlayOn/Installer to deliver equipment at  
time of installation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Subscription Revenue** Check Made Out to: Fairfax County School Board

**PRIMARY CONTACT INFORMATION** [To be completed by FCPS within 10 days after the Effective Date]

[illegible]



[To be completed by FCPS within 10 days after the Effective Date]

**PIXELLOT VENUE INFORMATION**

YES [ ]

NO [ ]

Does your school have a lift that the NFHS Network installer can use for installation?

Please fill out the information below for ALL venues where a Pixellot System will be installed.

School Name	Type of venue (select from drop-down)	Name of venue (e.g. Aux Gym, Soccer Field)	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?

**INSTALLER INFORMATION**

Who will be performing your installation? Please provide their contact information below.

Installer Name: \_\_\_\_\_

Installer Phone: \_\_\_\_\_

Installer Email: \_\_\_\_\_

[Agreement Continues on Next Page]

## EXHIBIT A

### NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

**We highly recommend adding the VPU to a separate VLAN or a DMZ and assigning a static IP address.**

Whitelist all *outbound* HTTP/S traffic to pixellot.tv and logmein.com.

No inbound firewall rules are required. No services will ever connect directly to the host. However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
<b>443</b>	TCP+UDP	Remote Management/video streaming	https, agent
<b>123</b>	TCP	Clock synchronization	NTP-clock sync
<b>2088</b>	UDP	Video streaming backup	ZIXI broadcaster

**\*\*Port 123 TCP *and* 443 TCP must be open for a Pixellot unit to stream. 443 UDP *or* 2088 UDP must also be open, but it does not require both.**

The following ports are not required for a broadcast but are highly recommended for keeping Sportzcast equipment/software up to date.

Port #	Protocol	Purpose
<b>1402</b>	TCP	Sportzcast cloud connect
<b>1403</b>	TCP	Sportzcast remote support
<b>1935</b>	TCP	Remote Graphics support

**DO NOT** add any additional user accounts or change any user account settings

- DO NOT change the password
- DO NOT add the user to the school's domain
- *Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting*

**DO NOT** change firewall settings (or add additional firewall/antivirus software)

- *Antivirus software consumes CPU resources and can disrupt network traffic*

**DO NOT** make the computer inaccessible

- *Make sure you can access the machine if necessary*

**DO NOT** leave a monitor, keyboard, mouse, or any other external device plugged in

- *Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting*

**DO NOT** use the computer for anything unless specifically directed by NFHS Network Support

#### Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

#### Video Stream/Data Transmission

1. All video data is transferred from Pixellot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network



**Additional Note:** You may need to disable any content filters or filtering applications for the VPU's IP address.

## EXHIBIT B

### NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

All advertising shall be compatible with the K-12 educational environment and good citizenship. All Advertising that is false, misleading, deceptive, offensive or in poor taste shall be prohibited. Advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes, Tobacco or Vaping Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.



**EXHIBIT C**

**PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES**

<b>Hardware</b>	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none"> <li>• Camera Head</li> <li>• Computer</li> <li>• Scoring Device (either Sportzcast or OCR Camera)</li> <li>• P2P System (if necessary)</li> <li>• Standard installation/ mounting accessories</li> </ul> <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
<b>Conduit</b>	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none"> <li>▪ Gym ceiling infrastructure</li> <li>▪ Above drop ceilings</li> <li>▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.)</li> </ul> <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
<b>Lifts</b>	<p>If School does <i>not</i> have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
<b>Cabling</b>	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
<b>Miscellaneous</b>	<p><b>NFHS Network will NOT perform the following:</b></p> <ul style="list-style-type: none"> <li>• Roof penetrations</li> <li>• Run cable through plenum spaces</li> <li>• Install a backboard for the Computer cabinet</li> <li>• Install power outlets</li> <li>• Install internet jacks</li> <li>• Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)</li> </ul>

I agree that I have read and understand the information outlined above: \_\_\_\_\_

### **Exhibit D**

#### **Services to be Provided by NAS, as subcontractor to PlayOn**

- Manage relationship with PlayOn and installation of cameras in FCPS High Schools (including approved outside contractors).
- Provides oversight and support of entire installation process at each school.
- Provide preferred pricing for coaches' tool and content manager through VidSwap, if elected by FCPS.
- Provide and manage FCPS digital athletics platform (webpage that houses livestream, highlights and livestream tools).
- Assist in management of content – Provides support for public facing content.
- Facilitate and manage relationships with division-wide sponsors (FCPS athletics has final approval).
- Provides ongoing user training and support for athletics digital platform and livestreaming.
- Provides marketing materials and support for livestreaming.

## EXHIBIT E

### 1. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

1.1. By the signature of its authorized official, PlayOn certifies that neither the contracting official nor any of PlayOn's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. PlayOn agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

1.2. PlayOn shall immediately notify the FCPS contract administrator if any PlayOn or employee of said PlayOn providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

1.3. Due to enhanced security measures, PlayOn employees/representatives are required to have photo identification and be able to present same upon request. PlayOn employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All PlayOn employees will be required to wear a company picture ID badge, or temporary name tag, issued by FCPS, clearly visible above the waist. PlayOn employees/representatives who arrive at the School facility without appropriate identification badges will immediately be dismissed from the job site.

1.4. Failure to comply with the above requirements may result in termination of the contract.

**Schedule 1****Fairfax County Public Schools****Livestreaming – Installation Requirements for FCPS/PlayOn Agreement**

Notwithstanding anything to the contrary in the Agreement or attached Exhibits, all installations of equipment and materials shall comply with the following:

1. PlayOn/Installer to install cable conduit as required (and the 50 foot limitation of such in Exhibit C is hereby deleted).
2. Conduit shall not be surface mounted on FCPS gym walls.
3. PlayOn/Installer to coordinate with FCPS prior to and during all installations (FCPS design + construction to be included at renovated Herndon and Oakton High Schools).
4. FCPS DIT to provide location/details of installation at future renovations (Falls Church HS and Centreville HS)
5. FCPS Specification 16750 (Telecommunications System) [attached hereto]
6. FCPS Specification 16760 (Cable TV + Broadband Distribution System) [attached hereto]
7. Floor protection must be used on gym floors. In particular, PlayOn/Installer shall install temporary flooring consisting of sisal kraft paper or sisal fabric in the area of the work.
8. PlayOn/Installer is responsible for and shall repair any damage as a result of the work on FCPS property.

## **SECTION 16750**

### **TELECOMMUNICATIONS SYSTEM** (Cat 6)

#### **PART 1 - GENERAL**

##### **1.01 REQUIREMENTS**

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

##### **1.02 SCOPE**

- A. The work covered under this Section shall include furnishing and installing a complete telecommunications system as shown on the Drawings and herein specified for the distribution of telephone and/or networked data signals.
- B. The telephone service into the building shall be provided by COX COMMUNICATIONS. It shall be the responsibility of this Contractor to coordinate with the telephone utility to insure timely delivery of permanent telephone service.
- C. The electronic telephone switch and all telephone instruments shall be furnished and installed by the Owner.
- D. The existing telecommunications service and system shall remain in operation during the construction period until the new service and system has been installed and tested, ready for operation. After the new service and system has been placed in operation, the existing service and system shall be removed as shown on the Drawings.

##### **1.03 QUALITY ASSURANCE**

- A. All equipment and materials for this system shall be listed by Underwriter's Laboratories, Inc. (UL), bear the UL label, and shall be installed in accordance with all requirements of the National Electrical Code (NEC), all state and local codes, and these Specifications.
- B. Equipment shall be constructed in accordance with National Electrical Manufacturer's Association (NEMA) standards.
- C. All work relating to the telephone service entrance shall comply with the requirements of the telephone utility company.

- D. Shop drawing submittals are required per Section 16010 and shall include the following for review. Submittals not containing all of the information listed below will be rejected.
1. Manufacturer's shop drawings for the networking main and sub-distribution frames including the equipment mounting rack and all associated accessories, components, and equipment to be installed therein.
  2. Manufacturer's data sheets for the telecommunications outlets and the telecommunications cable.
  3. A detailed set of floor plans for the complete building shall be furnished showing the locations of all equipment and devices and their required interconnections. The interconnections shown shall indicate the number, size, and type of wires as described in this Specification. The layout of all telecommunications system equipment, devices, and conduit routings shall closely follow that shown on the Drawings.
- E. This Contractor shall be prepared, upon request by the Owner, to provide proof of the ability to provide the above listed drawings in a mechanical form.
- F. This Contractor shall be an AMP, HUBBELL, P&S ACTIVATE, LEVITON, PANDUIT, ORTRONICS, and BICSI certified installer of copper and fiber optic cabling systems and have a fully equipped and trained service organization that will have a response time of thirty six (36) hours or less to the job site. This contractor shall have a minimum of one (1) certified installer on site during construction of this project. This contractor must show evidence of successfully furnishing systems specified for at least five (5) years. This Contractor shall be prepared to show proof of such certification upon request by the Owner. This Contractor shall also be prepared to offer to the Owner upon request, a fifteen (15) year manufacturer's warranty covering defects in material and workmanship in the passive components of the telecommunications wiring system (outlets, patch panels, etc.).
- G. Prior to final inspection, this Contractor shall furnish two (2) complete as-built sets of drawings prepared by mechanical drafting methods.

#### 1.04 SYSTEM TEST AND ACCEPTANCE

- A. Prior to the final site visitation, and acceptance of each construction phased spaces, this Contractor shall conduct an operating test of all telecommunications system cabling. The cabling shall test free from grounds, shorts, and other faults. All connections shall be checked for mechanical and electrical connection. Phased space test results shall be furnished to the Owner in bound binders prior to acceptance.
- B. This Contractor shall perform the following tests certifying each telecommunications outlet Cat 6 cable. Test results shall be tabulated listing each outlet (by number), the cable, and the test results.



<u>TEST</u>	<u>FREQUENCY</u>	<u>REQUIREMENTS</u>
1. Impedance	1 MHz 10 MHz 25 MHz 100 MHz 250 MHz	100 ohms $\pm$ 15%
2. Attenuation	1 MHz 10 MHz 25 MHz 100 MHz 250 MHz	2 dB max. per 100m 6 dB max. per 100m 9.5 dB max. per 100m 19.8 dB max. per 100m 32.8 dB max. per 100m
3. Crosstalk (Next)	1 MHz 10 MHz 25 MHz 100 MHz	min. 62 dB min. 47 dB min. 41 dB min. 44.3 dB
4. PS-Next (min)	100 MHz	42.3 dB
5. EL-FEXT (min)	100 MHz	27.8 dB
6. PS-ELFEXT (min)	100 MHz	24.8 dB
7. Return Loss (min)	100 MHz	20.1 dB
8. Delay Skew (max)	100 MHz	45 nS
9. Mutual Capacitance: less than 46 pf per meter		
10. Cable Length: less than 100 meters		

- C. Each fiber optic cable shall have a FOIRL specification, bi-directional testing at both 850 nm and 1300 nm with 3 db light signal loss per km and 2000/500 MHz-km bandwidth at 850/1300nm.
- D. This Contractor shall perform all tests in the presence of the Architect/Engineer. This Contractor shall furnish all personnel and test instruments required for use in the test.
- E. This Contractor shall be prepared, upon request by the Owner, to show current ownership of all instruments and equipment necessary to perform all of the tests listed above.

## 1.05 TRAINING

- A. This Contractor shall furnish to the Owner's designated representatives project specific cable plant layout orientation (4 hours).

#### 1.06 WARRANTY

- A. This Contractor shall deliver the work described herein in a first class operating condition in every respect. This Contractor shall also warrant that the material and workmanship shall be entirely free from defects. Any materials, equipment, or workmanship in which defects may develop before or during the warranty period shall be repaired or replaced at the Contractors own expense. Refer to SECTION 01740 for the start of the warranty period. The contractor shall further warrant that all material, equipment, and workmanship used in the installation, but not specifically mentioned in the Drawings and Specifications, is the best of their respective kinds and that the construction and installation was performed in accordance with the best accepted standard practices in all details.

### VI. PART 2 - PRODUCTS

#### 2.01 CONDUITS

- A. This Contractor shall furnish and install underground telephone service entrance conduit(s) as shown on the Drawings and as hereinbefore specified.
- B. This Contractor shall furnish and install telephone distribution conduits, minimum 1/2 inch, only as shown on the Drawings and as hereinbefore specified.
- C. This Contractor shall furnish and install all fiber optic cable in conduit for the entire run. Minimum conduit size for fiber optic cable shall be ½ inch.

#### 2.02 TELECOMMUNICATIONS EQUIPMENT LOCATIONS

- A. This Contractor shall furnish and install where shown on the Drawings, wall mounted main and sub-distribution telecommunications equipment locations consisting of fire resistant ¾ inch thick plywood backboards and networking hubs as hereinafter described and as detailed on the Drawings.

#### 2.03 TELECOMMUNICATIONS OUTLETS

- A. This Contractor shall furnish and install where shown on the Drawings, wall mounted telecommunications outlets each consisting of: one (1) ORTRONICS Part No. OR-40300270 single-gang faceplate; one (1) ORTRONICS Part No. OR-41900018 TrackJack frame; one (1) ORTRONICS Part No. OR-TJ600-00 (black) single category 6, RJ-45 (568A/B) TrackJack insert; two (2) ORTRONICS Part No. OR-63700005 single RJ-25C TrackJack inserts; and one (1) ORTRONICS Part No. OR-42100002 blank TrackJack insert mounted in a single-gang outlet box. The equivalent outlets as manufactured by AMP, HUBBELL, P&S ACTIVATE, LEVITON or PANDUIT will also be considered provided they are fully equal to the type specified herein.
- B. This Contractor shall furnish and install where shown on the Drawings, wall

mounted data only outlets each consisting of: one (1) ORTRONICS Part No. Part No. OR-40300270 single-gang faceplate; one (1) ORTRONICS Part No. OR-41900017 TrackJack frame; two (2) ORTRONICS Part No. OR-TJ600-00 (black) single category 6, RJ-45 (568A/B) TrackJack inserts mounted in a single-gang outlet box. The equivalent outlets as manufactured by AMP, HUBBELL, P&S ACTIVATE, LEVITON or PANDUIT will also be considered provided they are fully equal to the type specified herein.

- C. This Contractor shall furnish and install where shown on the Drawings, flush floor telecommunications outlets consisting of a telecommunications jack assembly mounted in a flush floor outlet box as described on the Drawings and elsewhere in these Specifications.
- D. This Contractor shall furnish, and install were detailed on the drawings, telecommunications and data only outlets in the surface raceway manufactured by ORTRONICS or EQUAL AS MANUFACTURED BY PASS AND SEYMOUR ACTIVATE SERIES, or PANDUIT.
- E. This Contractor shall furnish and install where shown on the Drawings, wall mounted telephone outlets consisting of a four (4) inch square flush outlet box with plaster cover and a single gang stainless steel coverplate with a 3/8 inch diameter bushed opening.

#### 2.04 NETWORKING MAIN DISTRIBUTION FRAME (MDF)

- A. This Contractor shall furnish and install where shown on the Drawings, a floor mounted networking main distribution frame as detailed on the Drawings. Components shall be as shown or equivalent as manufactured by ADC, AMP, HUBBELL, P&S ACTIVATES, LEVITON or PANDUIT.
  - 1. Furnish and install ORTRONICS Part No. OR-19-72-T2SD heavy duty EIA compliant nineteen (19) inch wide, seven (7) foot tall equipment racks (of the quantity detailed on the Drawings) each consisting of fifteen (15) inch self-supporting base; two (2) three (3) inch wide side channels; top angle; and assembly hardware. All components shall have a brushed aluminum finish. Side channels shall be drilled and tapped on both sides.
  - 2. Furnish and install ORTRONICS Part No. OR-DVMS704 vertical cable management modules (CM-2) with cover including all required mounting hardware in the locations and of the quantity detailed on the Drawings.
  - 3. Furnish and install ORTRONICS Part No. OR-60400405 cable management shelves (CM-3) including all required mounting hardware in the locations and of the quantity detailed on the Drawings.
  - 4. Furnish and install ORTRONICS Part No. OR-DVMS706 vertical cable management modules (CM-4) with cover including all required mounting hardware in the locations and of the quantity detailed on the Drawings.
  - 5. Furnish and install light interface unit(s). The unit(s) shall be rack mounted type with a strain bracket for securing cables. A light interface unit, which

meets this specification, shall be CORNING Part No. CCH-01U with Two (2) Part No. CCH-CP12-E4 chamber connector panel and part no. 95-050-99-X type "LC" multimode bulkhead interconnects of the quantity indicated. Other acceptable manufacturers are RADIANT COMMUNICATIONS, FONS, ORTRONICS and PASS and SEYMOUR ACTIVATE.

6. Furnish and install ORTRONICS Part No. OR-PHD68U96 ninety-six (96) port, RJ-45 (568A/B) type patch panel(s) suitable for rack mounting in the quantity required to crossconnect all of the telecommunications and/or data only outlet RJ-45 ports.
7. Furnish and install ORTRONICS Part No. OR-PHD68U48 forty-eight (48) port. RJ-45 (568A/B) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the wireless access point wiring. Label patch panel as "MAIN DISTRIBUTION WIRELESS ACCESS POINT PATCH PANEL (MD-WAPP)."
8. Furnish and install ORTRONICS Part No. OR-PHD68U48 forty-eight (48) port. RJ-45 (568A) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the CCTV wiring. Label patch panel as "CCTV CAMERAS".
9. Furnish and install ORTRONICS Part No. PHD68U24 twenty-four port. RJ-45 (568A) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the two way communication wiring. Label patch panel as "TWO WAY COMMUNICATION".
10. Furnish and install ORTRONICS Part No. OR-110ABC5E100 one hundred (100) pair rack mounted 110 punchdown blocks including all necessary mounting hardware in the locations detailed on the Drawings, in the quantity required to terminate all of the 100 pair distribution cables and 4 pair station cables from the RJ-25C ports.
11. Furnish and install ORTRONICS Part. No. OR-8050F157B fifty (50) pair "66" clip connecting blocks mounted by this Contractor on a blank rack mounting panel including all necessary mounting hardware in the locations and of the quantity detailed on the Drawings.
12. The networking main distribution frame shall include one (1) rack mounted 110-volt power strip/surge suppressor in each floor-mounted rack. Each power strip/surge suppressor shall consist of eight (8) front mounted outlets, and eight (8) foot long AC power cord. The rack mounted 110-volt power strip/surge suppressor shall be AMERICAN POWER CONVERSION (APC) Part No. AP7900.
13. The networking main distribution frame shall have a nameplate of 1/16-inch thick laminated plastic with 3/16-inch high white engraved letters on a black background. The nameplate shall identify the frame as indicated on the Drawings and shall be mounted on the front top of the frame.

## 2.05 NETWORKING SUB-DISTRIBUTION FRAME(S) (SDF)

- A. This Contractor shall furnish and install where shown on the Drawings, a floor mounted networking sub-distribution frame as detailed on the Drawings. Components shall be as shown or equivalent as manufactured by AMP, HUBBELL, P&S ACTIVATE, LEVITON or PANDUIT.
1. Furnish and install ORTRONICS Part No. OR-19-72-T2SD heavy duty EIA compliant nineteen (19) inch wide, seven (7) foot tall equipment rack each consisting of fifteen (15) inch self-supporting base; two (2) three (3) inch wide side channels; top angle; and assembly hardware. All components shall have a brushed aluminum finish. Side channels shall be drilled and tapped on both sides.
  2. Furnish and install ORTRONICS Part No. OR-DVMS704 vertical cable management modules (CM-2) with cover including all required mounting hardware in the locations and of the quantity detailed on the Drawings.
  3. Furnish and install ORTRONICS Part No. OR-DVMS706 vertical cable management modules (CM-4) with cover including all required mounting hardware in the locations and of the quantity detailed on the Drawings.
  4. Furnish and install light interface unit(s). The unit(s) shall be rack mounted type with a strain bracket for securing cables. A light interface unit, which meets this specification, shall be CORNING Part No. CCH-01U with Two (2) Part No. CCH-CP12-E4 chamber connector panel and part no. 95-050-99-X type "LC" multimode bulkhead interconnects of the quantity indicated. Other acceptable manufacturers are RADIANT COMMUNICATIONS, FONS, ORTRONICS and PASS and SEYMOUR ACTIVATE.
  5. Furnish and install ORTRONICS Part No. OR-PHD68U96 ninety-six (96) port, RJ-45 (568A) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the telecommunications and/or data only outlet RJ-45 ports.
  6. Furnish and install ORTRONICS Part No. OR-PHD68U48 forty-eight (48) port. RJ-45 (568A) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the wireless access point wiring. Label patch panel as "SUB DISTRIBUTION WIRELESS ACCESS POINT PATCH PANEL (SD-WAPP)."
  7. Furnish and install ORTRONICS Part No. OR-PHD68U48 forty-eight (48) port. RJ-45 (568A) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the CCTV wiring. Label patch panel as "CCTV CAMERAS".
  8. Furnish and install ORTRONICS Part. No. ORPHD68U24 twenty-four (24) port. RJ-45 (568A) type patch panel(s) suitable for rack mounting in the quantity required to cross connect all of the two way communication wiring. Label patch panel as "TWO WAY COMMUNICATIONS".
  9. Furnish and install ORTRONICS Part No. OR-110ABC5E100 one hundred

(100) pair rack mounted 110 punchdown blocks including all necessary mounting hardware in the locations detailed on the Drawings, in the quantity required to terminate all of the 100 pair distribution cables and 4 pair station cables from the RJ-25C ports.

10. The networking sub-distribution frame shall include one (1) rack mounted 110-volt power strip/surge suppressor in each floor-mounted rack. Each power strip/surge suppressor shall consist of eight (8) front mounted outlets, and eight (8) foot long AC power cord. The rack mounted 110-volt power strip/surge suppressor shall be AMERICAN POWER CONVERSION (APC) Part No. AP7900.
11. The networking sub-distribution frame shall have a nameplate of 1/16 inch thick laminated plastic with 3/16 inch high white engraved letters on a black background. The nameplate shall identify the frame as indicated on the Drawings and shall be mounted on the front top of the frame.

## 2.06 NETWORKING SPORTS FIELD SUB-DISTRIBUTION FRAME(S) (SDF) - **HIGH SCHOOLS ONLY**

- A. This Contractor shall furnish and install where shown on the Drawings, wall mounted networking sports field sub-distribution frame(s) arranged as detailed on the Drawings. Components shall be as shown or equivalent as manufactured by AMP, HUBBELL, P&S ACTIVATES, LEVITON or PANDUIT.
  1. Furnish and install ORTRONICS Part No. OR-19-35-T25DHYDTB heavy duty EIA compliant nineteen (19) inch wide, 35 inch tall equipment rack. Side channels shall be drilled and tapped on both sides.
  2. Furnish and install light interface unit(s). The unit(s) shall be rack mounted type with a strain bracket for securing cables. A light interface unit, which meets this specification, shall be CORNING Part No. CCH-01U with Two (2) Part No. CCH-CP12-E4 chamber connector panel and part no. 95-050-99-X type "LC" multimode bulkhead interconnects of the quantity indicated. Other acceptable manufacturers are RADIANT COMMUNICATIONS, FONS, ORTRONICS and PASS and SEYMOUR ACTIVATE
  3. Furnish and install ORTRONICS Part No. OR-PHD5E8U24 twenty four (24) port, RJ-45 (568A/B) type patch panel suitable for rack mounting in the quantity required to cross connect all of the telecommunications and/or data only outlet RJ-45 ports.
  4. Furnish and install ORTRONICS Part No. OR-PSD5E6U12 twelve (12) port, RJ-45 (568A/B) type patch panel suitable for rack mounting to cross connect all future wireless access point wiring. Label patch panel as "SUB DISTRIBUTION WIRELESS ACCESS POINT PATCH PANEL (SD-WAPP)."
  5. Furnish and install ORTRONICS Part No. OR-110ABC5E100 one hundred (100) pair rack mounted 110 punchdown block with legs including all necessary mounting hardware in the quantity required to terminate all of



the 25 pair outside plant distribution cables and 4 pair station cables from the RJ-25C ports.

6. The networking sub-distribution frame shall include one (1) rack mounted 110-volt power strip/surge suppressor in each floor-mounted rack. Each power strip/surge suppressor shall consist of eight (8) front mounted outlets, and eight (8) foot long AC power cord. The rack mounted 110-volt power strip/surge suppressor shall be AMERICAN POWER CONVERSION (APC) Part No. AP7900.
7. The networking sub-distribution frame shall have a nameplate of 1/16 inch thick laminated plastic with 3/16 inch high white engraved letters on a black background. The nameplate shall identify the frame as indicated on the Drawings and shall be mounted on the front top of the frame.

## 2.07 CABLE

- A. This Contractor shall furnish and install telecommunications distribution cables as shown on the Drawings and specified herein. The cable shall be UL listed, plenum rated, unshielded, fifty (50) twisted pairs, No. 24 AWG, category 3, UTP/100 type with a flame retardant polyvinyl chloride jacket and a temperature range for dry locations of minus ten (10) degrees C to sixty (60) degrees C. A telecommunications distribution cable, which meets this specification, is BERK-TEK Cat. No. 10032112 or equal as manufactured by AMP, AT&T, BELDEN, THE CABLE COMPANY, GENERAL CABLE, GENISIS, HITACHI, MOHAWK, NORTHERN TELECOM, PAIGE, or OPTICAL CABLE CORPORATION.
- B. This Contractor shall furnish and install telecommunications and data only station cables where shown on the Drawings and specified herein. The cable shall be UL listed, plenum rated, unshielded, four (4) twisted pairs, No. 23 AWG, category 6, extended distance, high speed data type with a flame retardant polyvinyl chloride jacket and a temperature range for dry locations of minus ten (10) degrees C to sixty (60) degrees C. A telecommunications cable, which meets this specification, is BERK-TEK Cat. No. 10132983 (Gray) or equal as manufactured by AMP, AT&T, BELDEN, THE CABLE COMPANY, GENERAL CABLE, GENISIS, HITACHI, MOHAWK, NORTHERN TELECOM, PAIGE, or OPTICAL CABLE CORPORATION.
- C. This Contractor shall furnish and install wireless access point station cable where shown on the Drawings and specified herein. The cable shall be UL listed, plenum rated, unshielded, four (4) twisted pairs, No. 23 AWG, category 6, extended distance, high speed data type with a flame retardant polyvinyl chloride jacket and a temperature range for dry locations of minus ten (10) degrees C to sixty (60) degrees C. A telecommunications cable, which meets this specification, is BERK-TEK Cat. No. 10136749 (Yellow) or equal as manufactured by AMP, AT&T, BELDEN, THE CABLE COMPANY, GENERAL CABLE, GENISIS, HITACHI, MOHAWK, NORTHERN TELECOM, PAIGE, or OPTICAL CABLE CORPORATION.
- D. This Contractor shall furnish and install outside plant telecommunications distribution cables (flooded) as shown on the Drawings and specified herein. The

cable shall be UL listed, shielded, twenty five (25) twisted pairs, No. 24 AWG, category 3, UTP/25 type with a temperature range for wet locations and a UV resistant jacket. An outside plant telecommunications distribution cable, which meets this specification, is PAIGE Cat. No. 700190 or equal as manufactured by AMP, AT&T, BELDEN, BERK TEK, THE CABLE COMPANY, GENERAL CABLE, GENISIS, HITACHI, MOHAWK, NORTHERN TELECOM, or OPTICAL CABLE CORPORATION.

- E. This Contractor shall furnish and install outside plant telecommunications and data only cables (flooded) as shown on the Drawings and specified herein. The cable shall be UL listed, unshielded, four (4) twisted pairs, No. 23 AWG, category 6, extended distance, high speed data type with a temperature range for wet locations and a UV resistant jacket. An outside plant telecommunications and data only cable, which meets this specification, is BERK TEK Cat. No. 10139885 or equal as manufactured by AMP, AT&T, BELDEN, THE CABLE COMPANY, GENERAL CABLE, GENISIS, HITACHI, MOHAWK, NORTHERN TELECOM, PAIGE, or OPTICAL CABLE CORPORATION.
- F. This Contractor shall furnish and install indoor, plenum rated, fiber optic distribution cables, from Main Distribution Frame (MDF) to Sub Distribution Frame(s) (SDF), in conduit as shown on the Drawings and as specified herein. The cables shall be UL listed, twenty four (24) strand, tight buffer, 50/125 laser optimized type with a thermoplastic jacket and a temperature range for dry locations of minus forty (40) degrees C to eighty-five (85) degrees C. A fiber optic distribution cable, which meets this specification, is BERK-TEK Part No. PDP024XB3010-X5 or equal as manufactured by AMP, BELDEN, CORNING, GENERAL CABLE, MOHAWK, OPTICAL CABLE CORP., PAIGE, SIECOR, SUMITOMO ELECTRIC, or WEST PENN.
- G. This Contractor shall furnish and install outside plant (flooded), indoor/outdoor, plenum rated, fiber optic distribution cables in conduit as shown on the Drawings and as specified herein. The cables shall be UL listed, twenty four (24) strand, loose tube, 50/125 laser optimized type with dry gel filled tubes and a temperature range for wet or dry locations of minus forty (40) degrees C to seventy-five (75) degrees C. A fiber optic distribution cable, which meets this specification, is BERK-TEK Part No. OPRZK12B024XB3010/X5 or equal as manufactured by AMP, BELDEN, CORNING, GENERAL CABLE, MOHAWK, OPTICAL CABLE CORP., PAIGE, SIECOR, SUMITOMO ELECTRIC, or WEST PENN.
- H. This Contractor shall furnish and install two way communication cables where shown on the Drawings and specified herein. The cable shall be UL listed, plenum rated, unshielded, four (4) twisted pairs, No. 23 AWG, category 6, extended distance, high speed data type with a flame retardant polyvinyl chloride jacket and a temperature range for dry locations of minus ten (10) degrees C to sixty (60) degrees C. A telecommunications cable, which meets this specification, is BERK-TEK Cat. No. 10136748 (Green) or equal as manufactured by AMP, BELDEN, CORNING, GENERAL CABLE, MOHAWK, OPTICAL CABLE CORP., PAIGE, SIECOR, SUMITOMO ELECTRIC, or WEST PENN.
- I. Telecommunication's system service entrance cables shall be furnished and installed by the telephone utility company. It shall be the responsibility of this

Contractor to coordinate with the telephone utility to insure timely delivery of permanent telephone service.

## 2.08 LIGHTNING PROTECTION

A. This contractor shall furnish and install for all outside plant telecommunications distribution, telecommunications and data only cables, lightning protection unit(s). The unit(s) shall be located as shown on the drawings and shall be installed no greater than fifty (50) feet from the exterior of the building(s). A Lightning Protection unit, which meets this specification:

1. For telecommunications distribution cables - CIRCA TELECOM Model No. 1880ECA1-25 or approved equal.
2. For Telecommunications and data only cables --CIRCA TELECOM Model No. 1880ENA1/NSC-12 or approved equal.

## 2.09 TELEPHONE RINGER BELL/CHIME

A. This contractor shall furnish and install in the kitchen area, one (1) wall mounted bell/chime ringer. The bell/chime ringer shall be connected to telephone ringing voltage circuit of the Kitchen managers telephone located in the kitchen office. This contractor shall run ringer/chime plenum rated, Cat 6 cable to the main/sub communications closet feeding the kitchen and connect to the patch panel in the MDF/SDF. Label patch panel "Bell/Chime Ringer". A bell/chime that meets this specification is: Viking Model No. LPR-1 or equal. Coordinate exact mounting location with Owner.

## 2.10 TWO WAY COMMUNICATION SYSTEM

A. This Contractor shall furnish and install where shown on the drawings, wall mounted IP Video Help Station in elevator lobby/lobbies. Two way communication that meets this specification is TALKAPHONE Model No. VOIP-200H3; Flush Mount Configuration or VOIP-201H3; Surface Mount Configuration. Coordinate exact mounting location with Owner.

# PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. All fiber optic cable shall be installed in conduit as hereinbefore specified for the entire run. Minimum conduit size for the fiber optic cable shall be  $\frac{3}{4}$ " inch.
- B. All vertical wiring for the telecommunications system shall be installed by this Contractor in conduit and/or surface metal raceway as shown on the Drawings.
- C. All horizontal wiring for the telecommunications system to be installed in areas without a ceiling or in areas without an accessible ceiling shall be installed by this Contractor in 1/2-inch conduit. Conduit is not required in areas designated on the Drawings as "Electric/Communications" rooms or closets.

- D. All horizontal wiring for the telecommunications system to be installed in areas with accessible ceilings shall be installed by this Contractor bundled together and run exposed above the ceiling. Bundles shall be supported by "J" hooks mounted not more than four (4) feet on center. "J" hooks to be dedicated to the wiring specified in this specification section.
- E. All horizontal wiring for the telecommunications system shall be run at right angles to the building structure.
- F. All horizontal wiring for the telecommunications system shall be installed below the roof/floor structural supports (joists, beams, girders, etc.). Wiring installed between the structural supports mentioned above and the roof or floor deck will not be acceptable.
- G. All horizontal wiring penetrations for the telecommunications system through new and/or existing walls shall be sleeved. Minimum sleeve size shall be 3/4 inch. All sleeves shall be bushed both sides.
- H. All wiring for the telecommunication system in millwork or casework only shall be installed in flexible metal conduit complete with an additional 200-pound pull string.
- I. All wiring for the telecommunications system shall be furnished and installed by this Contractor as hereinbefore specified and as showed on the Drawings. All junction box covers shall be stenciled for distinct identification.
- J. All wiring connections shall be made by this Contractor as detailed on the Drawings. Cables shall be run free of splices from the equipment enclosures to the telecommunications outlets.
- K. All wiring shall be checked and tested by this Contractor to insure the system is free from grounds, opens, and shorts.
- L. All wiring installed outside the footprint of a building shall be outside plant (flooded), indoor/outdoor, type cables.
- M. All fiber optic outside plant (flooded), indoor/outdoor, type cables shall be installed in min. 3/4" conduit below finished grade with a single No. 10 AWG bare copper conductor. Copper conductor shall run the entire length of the conduit.

### 3.02 TELECOMMUNICATIONS OUTLETS

- A. This Contractor shall assemble telecommunications outlets and install, connect, and label as shown on the Drawings.

### 3.03 RACK MOUNTED EQUIPMENT

- A. The networking main distribution frame and the networking sub-distribution frame(s) shall be furnished and installed by this Contractor in the equipment rack(s) as detailed on the Drawings using the proper adapters, rack mounting kits, and brackets. All of this required mounting hardware shall be furnished and

installed by this Contractor. All internal wiring shall be labeled, bundled, secured using the cable management modules, and terminated by this Contractor in a neat and professional manner.

- B. All frame mounted equipment AC power cords shall be plugged into the adjacent duplex receptacle by the Owner.

#### 3.04 WIRELESS ACCESS POINT WIRING

- A. All wiring for the wireless access point system shall be terminated in the main and sub distribution frames on the designated wireless access point patch panel(s) as shown on the drawings and herein specified.
- B. All wiring for the future wireless access points located in the classrooms, office areas, etc., shall be terminated to a single RJ-45, 568A, trackjack insert module as detailed on the drawings.

#### 3.05 TWO WAY COMMUNICATION

- A. All wiring for the two way communication help station shall be terminated in the main and sub distribution frames on the designated two way communication patch panel as shown on the drawings and herein specified.
- B. All wiring for the two way communication help station shall be terminated with a RJ-45 (568A) connector (s). This contractor shall leave twenty five (25) feet of slack in the wiring for two way communication help station installation. Label junction box with the two way communication help station designation.

#### 3.06 OWNER FURNISHED EQUIPMENT

- A. The networking electronic hub equipment and wireless access points shall be furnished and installed by the Owner.

#### 3.07 ON-SITE AS-BUILT DRAWINGS

- A. The Contractor shall provide one (1) set of the telecommunications system supplier's as-built drawings for permanent use on-site. The Contractor shall: laminate each page of these drawings; provide a rigid means for mounting such as 1/4 inch thick x two (2) inch wide x width of the drawings through-bolted wood along the left edge of the drawings; furnish and install hanging hooks on the back of the Communications Room door; and hang the bound set of drawings.

END OF SECTION

## SECTION 16760

### CABLE TELEVISION/BROADBAND DISTRIBUTION SYSTEM

#### PART 1 - GENERAL

##### 1.01 REQUIREMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this Section.

##### 1.02 SCOPE

- A. The work covered under this Section shall include furnishing and installing a complete bi-directional cable television/broadband distribution system to distribute both analog and digital RF carriers up to a frequency of 860 MHz, utilizing 860 MHz passive and 860 MHz active components and hardware, as shown on the Drawings and herein specified for the distribution of cable television and/or broadband data signals.
- B. The cable television/broadband distribution system shall deliver the following minimum performance requirements:
- Sub-split, (Return): Inbound: 5MHz – 36MHz.
  - Outbound, (Forward): 44 MHz – 860 MHz.
  - Drop cable Outlet Level: + 10dBmv, +/- 5dB.
  - Minimal distribution system Carrier to noise ratio (CNR): 49 dB.
  - Composite Second Order, (CSO), Distortion: 53 dBc or greater.
  - Composite triple Beat, (CTB), Distortion: 53dBc or greater, 49 dBc or greater(HRC & IRC carrier systems).
  - No more than +/- 3.0 dB difference between adjacent channel video carriers.
  - Maximum Outlet Spectral Bandwidth tilt: +/- 10dB on any visual carrier on system up to 300MHz with a +/- 1 dB of separation for every additional 100MHz of total system bandwidth.
  - RF channel Aural carrier level: -15dB below RF channel visual carrier.
  - HUM: Maximum of 3% of visual signal level.
  - RF leakage: per FCC, part 76
- C. Cable television service into the building shall be provided by (COX COMMUNICATION) (COMCAST COMMUNICATIONS). It shall be the responsibility of this Contractor to coordinate with the cable television utility to insure timely delivery of permanent cable television service.
- D. The cable television head end equipment rack exists and shall be relocated by the Owner.
- E. The cable television head-end equipment and cabinet shall be furnished by the Owner and installed by this Contractor as directed by the Owner.
- F. The existing cable television/broadband distribution system shall remain in



operation throughout the construction period until the new system has been installed and tested, ready for operation. After the new system has become operational, the existing system shall be removed as shown on the Drawings.

### 1.03 QUALITY ASSURANCE

- A. All active devices for this system shall be listed by Underwriters Laboratories, Inc. (UL), bear the UL label, and shall be installed in accordance with all requirements of the National Electrical Code (NEC), all state and local codes, and these Specifications.
- B. Equipment shall be constructed with National Electrical Manufacturer's Association (NEMA) standards.
- C. All work relating to the cable television service entrance shall comply with the requirements of the cable television utility company.
- D. Shop drawing submittals are required per SECTION 16010 and shall include the following for review. Submittals not containing all of the information listed below will be rejected.
  - 1. Manufacturer's shop drawings for the main and sub-distribution equipment location layouts and equipment.
  - 2. Manufacturer's data sheets for all system components including cables.
  - 3. A detailed set of engineered floor plans for the complete bi-directional system for building shall be furnished showing the locations of all equipment and devices and their required interconnections. The shop drawings shall including the cable path from each wall outlet to its respective main or sub-distribution location. The interconnections shown shall indicate the device designation number, size, type of devices and wires as described in this Specification. The layout of all cable television/broadband distribution system equipment and devices shall include the engineered Db levels at each designated wall outlet as described below in this specification section and shall closely follow that shown on the Drawings.
- E. Prior to final inspection, this Contractor shall furnish two (2) complete sets of as-built drawings prepared by mechanical drafting methods. The Drawings shall include: the measured Db level at each outlet on Channel 2 and Channel 9; and the exact locations and descriptions of all outlets, tap equipment, and the like and the location and number of all spare ports.
- F. The entire cable television/broadband distribution system installation with the exception of pulling of cable shall be performed by a factory certified installer having a minimum record of five (5) years of successful installations. The installer must show evidence of successfully furnishing systems specified for at least five (5) years. The installer of the cable television/broadband distribution system shall be named within fourteen (14) days of the bid opening. The contractor shall be prepared, upon the Owners request, to provide proof of factory certifications.



#### 1.04 SYSTEM TEST

- A. Prior to the final acceptance of each phase of construction and at total completion of project, this Contractor shall conduct an operating test of the complete system. The system must test free from grounds, shorts, and other faults. The system shall provide ten (10) dBmV (+/- 5 dBmV) at each outlet when a signal of 50 DBMV is applied from the headend cable. This Contractor shall inform the Owner of any slope injected into the system during testing. All connections shall be thoroughly checked for mechanical and electrical connections. All equipment shall be demonstrated by this Contractor to operate in accordance with the requirements set forth in these Specifications and shown on the Drawings.
- B. This Contractor shall perform all tests in the presence of the Architect/Engineer. This Contractor shall furnish all personnel and test instruments required for use in the test, including signal generator and amplifier. This contractor is not permitted to use building CATV headend equipment for testing purposes.
- C. The maximum deviation of drop signals between 50 and 860 MHz (slope) shall not exceed fifteen (15) dBmV. This Contractor shall furnish to the Owner, in the final test documents, the exact slope setting used. Upon request of the owner this contractor shall test the bi-directional system at a maximum of five (5) locations, selected by the owner, to show compliance.

#### 1.05 WARRANTY

- A. This Contractor shall deliver the work described herein in a first class operating condition in every respect. This Contractor shall also warrant that the material, equipment, and workmanship shall be entirely free from defects. Any materials, equipment, or workmanship in which defects may develop before or during the warranty period shall be repaired or replaced at the Contractors own expense. Refer to SECTION 01740 for the start of the warranty period. The contractor shall further warrant that all material, equipment, and workmanship used in the installation, but not specifically mentioned in the Drawings and Specifications, is the best of their respective kinds and that the construction and installation was performed in accordance with the best accepted standard practices in all details.

### **PART 2 - PRODUCTS**

#### 2.01 MANUFACTURER

- A. The cable television/broadband distribution system equipment shall be manufactured by BLONDER-TONGUE, PPC., PICO MACOM, INC., TONER CABLE EQUIPMENT, INC.

#### 2.02 EQUIPMENT LOCATIONS

- A. This Contractor shall furnish and install where shown on the Drawings, wall mounted main and sub-distribution equipment locations consisting of fire resistant 3/4 inch thick plywood backboards and the distribution equipment as detailed on the Drawings.

## 2.03 MODULAR TAP DEVICES

- A. This Contractor shall furnish and install modular tap units in each CATV equipment location as shown on the drawings, in the quantity required to terminate all of the CATV wall outlets. The modular tap units shall consist of the following:
  - 1. Modular tap unit shall have a die cast aluminum housing with six (6) tap cavities for the installation of six (6) plug in tap plates to provide service for up to 48 CATV wall outlets. The housing shall have a cable entry fitting at each end so it can be fed from one end using a terminator plate in the last position or fed from one end with the other end being an output. The modular tap unit shall have a bandwidth of 5 to 1,000 MHz. The modular tap unit shall be TONER CABLE EQUIPMENT, INC., "TOTAL TAP" MODEL No. TXMT-6H with GILBERT ENGINEERING CO., PART No. GF-625-CH KS to F female adaptors.
  - 2. Plug-in tap plates shall have 8 ports each for insertion into the modular tap unit. The tap values of the 8 port plug-in tap plates shall range from 11.5 dB to 26 dB at 5 to 1,000 MHz and shall be selected by this Contractor to meet the test requirements hereinbefore described. The 8 port plug-in tap plates shall be TONER CABLE EQUIPMENT, INC., Model No. TXMT108 series; terminator plates Model No. TXMT108-T series; blank plates Model No. TXMT-B for insertion into unused cavities of the modular tap unit housing; and Equalizer plates Model No. TXMT-EQ series.

## 2.04 AMPLIFIERS

- A. This Contractor shall furnish and install bi-directional, self-attenuating amplifiers as required to complete the system. Amplifiers shall be BLONDER-TONGUE series "5800" and shall have all necessary internal components for a complete bi-directional system. Amplifiers shall only be installed in CATV main and sub-distribution equipment locations.

## 2.05 CONNECTORS

- A. This contractor shall furnish and install CATV compression type, color coded cable connectors to complete the system. Connectors shall be specifically designed for plenum rated cable. The connectors shall be PPC Model No. EX6, and EX11 as appropriate for RG-6 and RG-11 coaxial cables.
- B. The connectors shall be compressed by the appropriate compression tool. The compression tool shall be PPC Model No. VT300 for RG-6 and RG-11 cable.

## 2.06 CABLE TELEVISION/BROADBAND DISTRIBUTION WALL OUTLETS

- A. This Contractor shall furnish and install where shown on the Drawings, wall outlets consisting of "F" type connectors complete with stainless steel outlet coverplates. The cable television/broadband wall outlets shall be TONER CABLE EQUIPMENT, INC., Model No. F-81-NW.

## 2.07 TERMINATORS

- A. This Contractor shall furnish and install terminators on all unused female "F" connector jacks throughout the system. The terminator shall be PICO MACOM, INC., Model No. F-59T.

## 2.08 CABLE

- A. This Contractor shall furnish and install all cable television/broadband distribution system zone cables as shown on the Drawings. The cables shall be UL listed, plenum type, coaxial RG-6/U, No. 18 AWG, seventy-five (75) degree C solid bare copper with a maximum resistance of 6.5 ohms per 1,000 feet, foam polyethylene insulation with a tape barrier, and a bifoil (100% coverage) plus an aluminum braid (65% coverage) shield. The television/broadband distribution system zone cable shall be WEST PENN Cat. No. 25841 or equal as manufactured by BELDEN, PAIGE, GENERAL CABLE, or THE CABLE COMPANY.
- B. This Contractor shall furnish and install all cable television/broadband distribution system trunk cables as shown on the Drawings. The cables shall be UL listed, plenum type, coaxial RG-11/U, No. 14 AWG, one hundred twenty-five (125) degree C solid bare copper with a maximum resistance of 6.5 ohms per 1,000 feet, foam polyethylene insulation with a tape barrier, and a bifoil (100% coverage) plus an aluminum braid (65% coverage) shield. The television/broadband distribution system trunk cable shall be WEST PENN Cat. No. 25821 or equal as manufactured by BELDEN, GENERAL CABLE, PAIGE, or THE CABLE COMPANY.
- C. This Contractor shall furnish and install all outside plant (flooded) cable television/broadband distribution system trunk cables as shown on the Drawings. The cables shall be UL listed, plenum type, coaxial RG-11/U, No. 14 AWG, one hundred twenty-five (125) degree C solid bare copper with a maximum resistance of 11.0 ohms per 1,000 feet, foam polyethylene insulation with a tape barrier, and a bifoil (100% coverage) plus an aluminum braid (61% coverage) shield and flooding. The outside plant (flooded) television/broadband distribution system trunk cable shall be WEST PENN Cat. No. 1110 or equal as manufactured by BELDEN, GENERAL CABLE, PAIGE, or THE CABLE COMPANY.
- D. Cable television system service entrance cables shall be furnished and installed by the cable television utility company. It shall be the responsibility of this Contractor to coordinate with the cable television utility to insure timely delivery of permanent cable television service.

## 2.09 MISCELLANEOUS EQUIPMENT

- A. This Contractor shall furnish the following items of equipment for installation by the Owner in the headend equipment rack. There shall be no substitutions for this equipment.
  - 1. One (1) BLONDER TONGUE Model No. AM-60-550 w/option 4 Channelized Agile Audio/Video Modulator +60 dBmv, 54-300 MHz complete with ANVIL CASES "Forge II" model carrying case, 20 inches wide x 4-1/2 inches high x 19-1/4 inches deep with handle, removable front

and rear, and interior rack mounting rails on the handle end.

## 2.10 LABELING

- A. This Contractor shall label all cable television/broadband distribution wall outlets as shown on the drawings.
- B. This Contractor shall label all cable television/broadband distribution system zone and trunk cables at each main and sub distribution equipment location.
  - 1. Each zone cable shall be clearly labeled with the correct corresponding wall outlet designation. Each zone cable shall be labeled using a labeling machine with minimum ¼" high letters. Each label shall be wrapped around the zone cable and securely fastened.
  - 2. Each trunk cable shall be clearly labeled with the correct corresponding main or sub distribution equipment location. Each trunk cable shall be labeled using a labeling machine with minimum ¼" high letters. Each label shall be wrapped around the trunk cable and securely fastened.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. All cable television/broadband distribution system homerun cables shall be routed from each catv outlet to the main or sub distribution equipment location indicated through the corridors. Routing homerun cables through adjacent spaces is not acceptable.
- B. All vertical cable television/broadband distribution system cable shall be installed by this Contractor in conduit and/or surface metal raceway as shown on the Drawings.
- C. All horizontal cable television/broadband distribution system cable to be installed in areas without a ceiling or in areas without an accessible ceiling shall be installed by this Contractor in 3/4-inch conduit. Conduit is not required in areas designated on the Drawings as "Electric/Communications" rooms or closets.
- D. All horizontal cable television/broadband distribution system cable to be installed in areas with accessible ceilings shall be installed by this Contractor bundled together and run exposed above the ceilings. Bundles shall be supported by "J" hooks mounted not more than four (4) feet on center. "J" hooks to be dedicated to the wiring specified in this specification section.
- E. All horizontal cable television/broadband distribution system cable shall be run at right angles to the building structure.
- F. All horizontal cable television/broadband distribution system penetrations through new and/or existing walls shall be sleeved. Minimum sleeve size shall be 3/4 inch. All sleeves shall be bushed both sides.

- G. All cable television/broadband distribution system cable shall be terminated and labeled by this Contractor as shown on the Drawings. Cables shall not be nicked, strained, or damaged during the pulling operation. Cables shall be run free of splices from the equipment enclosures to the outlets. All junction box covers shall be stenciled for distinct identification.
- H. All cables shall be checked and tested by this Contractor to ensure the system is free from grounds, opens, and shorts.
- I. This Contractor shall notify the Owner when the service entrance conduit system is complete, ready for installation of the service entrance cable.
- J. All work shall be under the direct supervision of a factory accredited engineer. It shall be the responsibility of the Contractor to check and inspect this installation to the Architect/Engineer's approval.
- K. This Contractor shall demonstrate, to the Owners technical staff, the ability to properly terminate RG-6 and RG-11 connectors prior to commencement of work.
- L. This Contractor shall demonstrate the capabilities of the upstream modulator for up to five (5) locations. The Owner shall select locations. Signal shall be demonstrated to flow back to the headend equipment and then through the entire system for distribution.
- M. All wiring installed outside the footprint of a building shall be outside plant (flooded), indoor/outdoor, type cables.

### 3.02 WALL MOUNTED EQUIPMENT

- A. Cable television/broadband distribution system equipment shown on the Drawings or otherwise required to be mounted at a main or sub-distribution equipment location shall be furnished and installed by this Contractor with the proper adapters, mounting kits, and brackets.
- B. All equipment enclosure mounted equipment AC power cords shall be plugged into the associated duplex receptacle by this Contractor.
- C. All modular tap devices shall be properly grounded to the main building grounding system with minimum #12 A.W.G. grounding conductor.

### 3.03 CABLE TELEVISION/BROADBAND DISTRIBUTION OUTLETS

- A. This Contractor shall install, connect, and label all cable television/broadband wall outlets, as shown on the Drawings.

### 3.04 ON-SITE AS-BUILT DRAWINGS

- A. The Contractor shall provide one (1) set of the cable television/broadband distribution system supplier's as-built drawings for permanent use on-site. The Contractor shall: laminate each page of these drawings; provide a rigid means for mounting such as 1/4-inch thick x two (2) inch wide x width of the drawings through-

bolted wood along the left edge of the drawings; furnish and install hanging hooks on the back of the Communications Room door; and hang the bound set of drawings.

END OF SECTION

## **Schedule 2—FCPS Virginia Mandatory Contract Provisions**

PlayOn and the FCPS represent, warrant, covenant and agree as follows:

1. **Drug-Free Workplace.** During the Term, PlayOn agrees to (i) provide a drug-free workplace for PlayOn employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in PlayOn's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of PlayOn that PlayOn maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor, subconsultant, or vendor. For purposes hereof, a "drug-free workplace" shall mean the site for the performance of the services contemplated by this Agreement where its employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

2. **Non-Discrimination by PlayOn.** PlayOn covenants and agrees as follows:

(a) During the Term, PlayOn will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of PlayOn. PlayOn agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) PlayOn, in all solicitations or advertisements for employees placed by or on behalf of PlayOn, will state that PlayOn is an equal opportunity employer.

(c) Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.

PlayOn will include the provisions of the foregoing Sections 2(a), (b), and (c) in every subcontract, subconsulting agreement, and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subconsultant, and vendor.

3. **Non-Discrimination by FCPS.** FCPS represents and warrants that it does not discriminate against faith-based organizations.

4. **No Employment of Unauthorized Aliens.** PlayOn hereby covenants and agrees that it does not, and shall not during the Term of this Agreement, knowingly



employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

5. **Payment to Subcontractors and Subconsultants.** Within seven days after receipt of each payment from FCPS, PlayOn shall:

(a) pay each subcontractor and/or subconsultant an amount equal to the percentage of the Services attributable to such subcontractor or subconsultant; or

(b) notify FCPS and each such subcontractor and/or subconsultant in writing of the intention to withhold all or part of the amounts due such subcontractor or subconsultant, and state the reason for such nonpayment.

PlayOn shall pay interest on amounts owed to any subcontractor and/or subconsultant which remain unpaid seven days after PlayOn's receipt of payment from the FCPS, provided, however, that amounts owed any subcontractor and/or subconsultant which have been withheld properly pursuant to this Section, shall not accrue interest. Interest on amounts due any subcontractor and/or subconsultant and unpaid shall accrue at the rate of one-half of one percent (1%) per month; provided, however that PlayOn's obligation to pay interest hereunder shall in no event be construed to be an obligation of FCPS. No contract modification shall be made, and no cost reimbursement claim shall be submitted, for purposes of reimbursement for the interest charge. PlayOn shall include in each of its subcontracts a provision requiring each of its subcontractors and/or subconsultants to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor and/or subconsultant.

6. **Authorization to Transact Business.** PlayOn hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law; and (b) it shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Agreement.

## **Schedule 3--FCPS CONFIDENTIALITY ADDENDUM**

### **CONFIDENTIALITY PROVISIONS STUDENT RECORDS**

**THIS ADDENDUM**, executed and effective as of the 1st day of January, 2021, by and between **2080 MEDIA, INC.** d/b/a PlayOn! Sports, the Delaware corporation that operates the NFHS Network School Broadcast Program (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia that governs Fairfax County Public Schools (the "School Board"), recites and provides as follows.

#### **Recitals**

The Company and the School Board are parties to a certain agreement entitled "School District Pixellot Use Agreement" of even date herewith (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to enter into this Addendum in order to clarify and make certain modifications to the terms and conditions set forth therein.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act ("FERPA"), including but not limited to the establishment of procedures for the protection of confidential student records, including procedures regarding security and security breaches.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

#### **Agreement**

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement and, in the event of a conflict or ambiguity between the Agreement and this Addendum, the terms of this Addendum will in all events govern and control:

**Confidentiality Obligations Applicable to Certain FCPS Student Records.** The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract specifically excluding any information made publicly available by FCPS or its schools, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Student Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Student Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Addendum; (ii) are authorized representatives of FCPS, or (iii) are entitled to access such FCPS Confidential Student Records from the Company pursuant to federal and/or Virginia law. The Company shall use FCPS Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use

such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS Confidential Student Records as confidential in accordance with this Addendum; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; and (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Student Records.

**Other Security Requirements.** The Company shall maintain all technologies, policies, procedures and practices reasonably necessary to secure and protect the confidentiality and integrity of FCPS Confidential Student Records.

In the event of a security breach, the Company shall (i) promptly take action to close the breach; (ii) notify FCPS within 2 business days after Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Student Records compromised by the breach; (iii) return compromised FCPS Confidential Student Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 2 business days after notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the requirements of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

**Applicability of Confidentiality and Security Provisions to Non-Confidential Records**

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified student information, and FCPS records not pertaining to students, the Confidentiality and Security paragraphs set forth in this Addendum shall not apply, *provided that* the notice obligation under subsection (vii) of the preceding paragraph shall apply to lawsuits and investigations involving FCPS records of any kind.

**Disposition of FCPS Confidential Student Records Upon Termination of Agreement**

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each

of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Student Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Student Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS Confidential Student Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Student Records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives (including the Authorized Representatives) of any provision of this Addendum.

**Certain Representations and Warranties.** The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and this Addendum and to perform its obligations hereunder and thereunder; (ii) the Agreement and this Addendum constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and this Addendum, and compliance with their respective terms, will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

**Governing Law; Venue.** Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement, as amended hereby, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute arising under or in connection with the Agreement, as amended hereby, which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

**Termination.** This Addendum shall remain in force until notification to terminate is issued by FCPS. At time of termination, vendor is to follow regulations for Disposition of FCPS Confidential Student Records Upon Termination of Agreement as stated above.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

2080 MEDIA, INC. d/b/a PlayOn! Sports

By: \_\_\_\_\_

Robert Rothberg

Title: Chief Content Officer

PlayOn! Sports

FAIRFAX COUNTY SCHOOL BOARD

By: \_\_\_\_\_

Michelle Pratt

Michelle R. Pratt

Director, Office of Procurement Services



## Schedule 4--Contractor's Certificate of Liability Insurance



2080MED-01

DJACKSON

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tanner, Ballew and Maloof, Inc. 5871 Glenridge Dr Suite 400 Atlanta, GA 30328		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (404) 252-8860 FAX (A/C, No): (404) 252-8834 E-MAIL: ADDRESS:															
<b>INSURED</b>  2080 Media, Inc. dba PlayON! Sports 2990 Brandywine Road, Ste. 300 Atlanta, GA 30341		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of America	31534	INSURER B: Allmerica Financial Benefit	41840	INSURER C: The Hanover Insurance Company	22292	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

#### COVERAGES

#### CERTIFICATE NUMBER:

#### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		ZBA D588131 03	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ Included EBL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		AWA D566445 03	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		UHA D566417 03	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Product Agg \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WMA D551368 04	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof & Cyber Liab			596862634	5/1/2020	8/1/2021	Each Event/Agg 3,000,000
D	Crime			596681954	5/1/2020	8/1/2021	Employee Dishonesty 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an additional insured in the Automobile and General Liability policies as required by written contract.

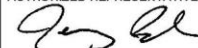
#### CERTIFICATE HOLDER

Fairfax County Public Schools  
The Fairfax County School Board  
8115 Gatehouse Road  
Falls Church, VA 22042

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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