



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	May 31, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Streaming Video Services
CONTRACT NUMBER:	2290A
COMMODITY CODE:	915.84
CONTRACT PERIOD:	June 6, 2025 through June 5, 2027
RENEWAL OPTIONS:	None
USER DEPARTMENT:	Schools
Contact Name:	Michael McCormack
Phone Number:	804-501-4142
Email Address:	Mcc125@henrico.gov
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Highlight Broadcast Network, LLC d/b/a HiCast Sports Network
Address:	2326 New Hope Church Road
City, State:	Monroe, BA 30654
Contact Name:	Robert Stribling
Phone Number:	770-335-9940
Email address:	rstribling@hicastsports.com
ORACLE SUPPLIER NUMBER:	568249
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	N/A
FOB:	N/a
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA
County of Henrico

**Non-Professional Services Contract
Contract No. 2290A**

This Non-Professional Services Contract (this "Contract") entered into this 16th day of May 2022 by Highlight Broadcast Network, LLC d/b/a HiCast Sports Network ("HiCast" or the "Contractor") and the County of Henrico, Virginia (the "County").

WHEREAS the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2290-2EMF, as modified by Addendum 1 dated February 3, 2022 (the "Request for Proposals"), for Streaming Video Services for events at two stadium baseball fields in Henrico County.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor's equipment will be used to record events at two stadium baseball fields in Henrico County to make such recordings available to the public. The Contractor shall only record sanctioned events (including, but not limited to, games, practices, and other similar activities). The Contractor will work in good faith with the County to determine the recording schedule. The Contractor shall not be responsible for getting permission from event participants or spectators to record events. Upon the expiration or earlier termination of this Contract, the Contractor shall remove its equipment from the County's property promptly and shall be fully liable to the County for any damage the Contractor causes to any County property during such removal. The services that the Contractor shall provide to the County are further detailed in the Contract Documents.

COUNTY'S RESPONSIBILITIES: The County shall not obstruct or remove the Contractor's equipment, and shall not direct anyone else to do so, while this Contract is effective. The County shall disclose to/notify the public that audio and video recordings of events may be made. The County shall promptly notify the Contractor of any expected or unexpected change in activity at a venue.

COMPENSATION: The consideration being provided under this Contract shall be as follows:

The Contractor will make the investment to cover 100% of Upfront Equipment & Installation Fees required to provide video streaming services for two County stadium baseball fields. The Contractor shall share a percentage of the net revenue earned from end user subscription (or pass) sales with the County, after the Contractor has recouped all Upfront Equipment & Installation Fees noted in the HiCast Fees column in the table below.

Upfront Equipment & Installation Fees	HiCast Fees	Cost to County
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Glen Allen Stadium at RF&P Park	\$5,000	\$0
Dorey Park Field #5	\$5,000	\$0
Annual Network Service Fees* (2 Venues)	\$1,000/year	\$0
Total Year 1	\$11,000	\$0
Total Years 2 - 5	\$1,000	\$0

Subscriber Pass Revenue Share:

The Contractor will compensate the County by paying, on a Pro Rata Usage basis, 15% of each User's Net Revenue (all calculations over the same time period as the pass sold). Pass prices to be determined by HiCast. Pass prices effective as of March 22, 2022 are:

- 7-Day Pass for \$19.99. This pass automatically cancels after the 7th day.
- Monthly Pass for \$19.99. This pass automatically renews monthly, but it can be cancelled at any time.
- Family Monthly Pass for \$29.99 for up to four family members. This pass automatically renews monthly, but it can be cancelled at any time.
- Annual Pass for \$143.93/year (a 40% discount on our Monthly Pass for 12 months)
- Annual Family Pass \$215.93/year (a 40% discount on our Monthly Pass for 12 months)

"User" is an individual (or family if a family pass is purchased) that has an active fixed length, monthly, or annual pass.

"Pro Rata Usage" is the fraction whereby the numerator is the amount of time (in minutes) a User spends viewing event and highlight video content captured through the equipment installed at the Venue and the denominator is the total time (in minutes) that the same User spends viewing event and highlight video content provided by HiCast (both over the same time period as the pass sold). By way of example only, if an individual User spends 100 minutes viewing event and highlight video content provided by HiCast and of that 100 minutes the User spends 80 minutes viewing event and highlight video content captured through the equipment installed at the Venue, then the Pro Rata Usage for that User would be 80 divided by 100, or 80%. In this Contract, the term "Venue" means Glen Allen Stadium at RF&P Park or Dorey Park Field #5 or both.

“Net Revenue” is the revenue received by HiCast from Users for fixed length, monthly, and annual passes, less any and all transaction fees, costs, and deductions associated with the sale and processing of these passes, as follows:

Net revenue from subscription sales equals gross revenue from subscription sales (subscription sales price multiplied by the number of subscriptions sold) less any and all transaction fees, costs, and deductions associated with the sale and processing of these passes. The current transaction fee is 5% of HiCast’s current subscription prices:

\$19.99 Monthly Pass & 7-Day Pass
Transaction fee = \$1.00

\$29.99 Family Monthly Pass
Transaction fee = \$1.50

\$143.93/year Annual Pass
Transaction fee = \$7.50

\$215.93/year Family Annual Pass
Transaction fee = \$10.80

Promoter Revenue Share:

Each registered Partner (e.g., event organizer, league) will be given a unique URL to share with its network to promote HiCast’s services. HiCast will compensate Partner by paying an additional 10% of pass revenue generated through Partner’s unique URL.

Venue Staff Passes:

Contractor shall provide five (5) free Venue Staff Passes to the County. These will allow employees of the County’s Recreation and Parks Division to review games.

Annual Revenue Reporting:

Contractor shall provide an annual report to the County that helps track venue usage, sales, and promotion for each stadium. This report is typically provided in January.

Contractor shall submit such report to the following:

Henrico Sports & Entertainment Authority	Henrico County – Purchasing Division
Dennis Bickmeier, Executive Director	Eileen Falcone, Assistant Division Director
4300 E. Parham Road	PO Box 90775
Henrico, VA 23228	Henrico, VA 23273

CONTRACT TERM: The Contract term shall be for a period of three (3) years beginning no later than three (3) weeks after the date of execution of the Contract and ending on that same date three (3) years later in 2025. The County may renew the Contract for an additional 2-year term by giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

NO INDEMNITY: Notwithstanding any provision in any of the Contract Documents to the contrary, the County shall not indemnify or hold the Contractor or any other entity or any person harmless from or against any damages, losses, or expenses of any kind arising out of or related to this Contract.

LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA. The parties agree to the exclusive jurisdiction of the state courts of Henrico County, Virginia, USA, for any dispute or claim which may arise under, or relate to, this Contract. The parties expressly consent to the personal jurisdiction and venue of such courts by waiving any defense to personal jurisdiction and venue therein. In such case where the claims in dispute are those in which federal courts have exclusive subject matter jurisdiction, then the parties submit to the exclusive jurisdiction of the federal courts of the Eastern District of Virginia and expressly consent to personal jurisdiction and venue in such forum and waive any defense or objection to personal jurisdiction and venue therein.

NO PARTNERSHIP: The County expressly disclaims any obligation to promote or endorse the Contractor for the purpose of growing the number of users of the Contractor's services or generating additional business for the Contractor. This Contract shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the County and the Contractor.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. License Agreement Addendum (Exhibit A);
3. The Negotiated Modifications (Exhibit B);
4. The General Contract Terms and Conditions included in the Request for Proposals;
5. Hicast Sports Network Application and Website Terms of Use dated June 23, 2017 (Exhibit C);
6. Contractor's Best and Final Offer dated March 16, 2022 and email dated April 27, 2022 (Exhibit D);
7. Contractor's Original Proposal dated February 22, 2022 (Exhibit E); and
8. The Scope of Services included in the Request for Proposals.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Highlight Broadcast Network, LLC

d/b/a HiCast Sports Network
2326 New Hope Church Road

Monroe, GA 30654

County of Henrico, Virginia

P.O. Box 90775

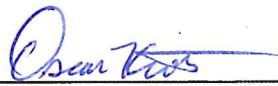
Henrico, VA 23273-0775



Signature

Robert Stribling, Co-Founder & CEO

Printed Name and Title



Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

May 12, 2022

Date

5/16/22

Date

APPROVED AS TO FORM



COUNTY ATTORNEY
5/13/22

EXHIBIT A
ATTACHMENT F
LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia (the "**County**"), a political subdivision of the Commonwealth of Virginia, and Highlight Broadcast Network, d/b/a HiCast Sports Network ("**Supplier**"), a Georgia LLC, are this day entering into an agreement for Streaming Video Services, (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("HiCast Sports Network Application and Website Terms of Use Agreement dated June 23, 2017 Version") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier's benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;

16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;
30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;

37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.
42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Highlight Broadcast Network, LLC
d/b/a HiCast Sports Network

County of Henrico, Virginia

By: 
(Signature)

Name: Robert Stribling
(Print)

Title: Co-Founder & CEO

Date: May 12, 2022

By: 
(Signature)

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: 5/16/22

APPROVED AS TO FORM

 5/13/22
Assistant COUNTY ATTORNEY

EXHIBIT B
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2290A

These Negotiated Modifications are hereby incorporated into Contract 2290A (the "Contract") for Streaming Video Services for Henrico County as of the effective date of the Contract.

WHEREAS, the County and Highlight Broadcast Network LLC, d/b/a HiCast Sports Network desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract.

1. Sec. V.R. – Ownership of Deliverable and Related Products (page 7):

Sec. V.R.1 of the RFP is deleted and replaced by the following: Successful Offeror shall retain all copyright and ownership of its existing product and platform (software, hardware and network components) as well as video captured by Successful Offeror's cameras. Successful Offeror retains the exclusive copyright to all data and content (including video) generated by its product and platform and will provide a personal use license to the County's staff and end-users.

EXHIBIT C

HICAST SPORTS NETWORK APPLICATION AND WEBSITE TERMS OF USE AGREEMENT

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS APPLICATION.

- HiCast Sports is the sole and exclusive owner of all content you view and download within our website and the mobile application unless explicitly specified otherwise.
- We grant you, the user, a non-exclusive, non-transferable personal use license to download, edit, and share highlights from our Content, however such limited license does not include the permission to edit the content so as to remove of any logos (including those of advertisers), names, metadata, or any other identifiable information linking the content to HiCast Sports
- You may not use our Content for commercial purposes, nor grant permission to any third-party to reproduce, edit, distribute or share the highlight you download and any such permission would be a violation of these Terms of Use. Any inquiries you receive from third-parties regarding permissions to reproduce, edit, distribute or share the highlight you download should be directed to HiCast Sports, at: scalabrese@hicastsports.com.

GENERAL

1. This (together with the other sources referenced and incorporated) explains the terms of use (the "Terms of Use") on which you may make use of the website at www.hicastsports.com and <http://hcst.me> and any future websites controlled by us (the "Site") and the application for mobile devices and any future mobile applications made available (the "App"), each of which are owned by the ("HiCast Sports", "we" or "us"). Please read these Terms of Use carefully before you download, install or use the App or use our Site. By downloading, installing or using the App, or by using the Site, you indicate that you accept these Terms of Use and that you agree to be bound by them. Your download, installation or use of the App or use of the Site constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install or use the App or access our Site, whichever is earlier. If you do not agree to these Terms of Use, you must immediately cease use of the App or Website, including downloading or installing any content made available on the App or Website, and refrain from accessing the Site. If you do not agree to these Terms of Use but have already installed the App, you must immediately delete the App and any content including highlights you downloaded from the App.

2. The App was developed by and is owned and operated by HiCast Sports. We reserve the right to change these Terms of Use at any time without personal notice to you by posting changes on our Site or by updating it within the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use.
3. To download, upload, install, access or use the App or the Site, you must be 13 years of age or over. If you are under 18 but at least 13 years of age, and you wish to download, install, access or use the App or use our Site, you must review these Terms of Use with your parent or guardian to make sure that you and your parent or guardian understand them and that your parent or guardian consents to your download, installation, access or use of the App or Site.
4. You are responsible for all access to the App through your electronic device and for bringing these Terms of Use to the attention of all persons who may access the App or any content including highlights you downloaded from the App through your electronic device.
5. The use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any telephone, data or other costs you may incur.
6. Commentary and other materials available concerning the App or Site are not intended to amount to advice on which reliance should be placed. We, therefore, disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the App, or by anyone who may be informed of any of its contents.

USE OF THE APP, SITE AND CONTENT

1. You shall not in any way use the App, the Site or any Content (“Content” is defined as the video footage of public events available to you as part of our services, whether recorded, downloaded, uploaded or edited or any other materials made available by us on the App or the Site) that you obtain from us in a manner which in any respect:
 - is in breach of any law, statute, regulation or bylaw of any applicable jurisdiction;
 - is fraudulent, criminal or unlawful;
 - is inaccurate or out-of-date;

- may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, bullying, abusive, hateful, menacing, defamatory, untrue or political;
 - impersonates any other person or body or misrepresents a relationship with any person or body;
 - may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trade mark rights and broadcasting rights) or privacy or other rights of use or any third party;
 - may be contrary to our interests;
 - is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally; or
 - involves your use, delivery or transmission of any viruses, unsolicited emails, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. The Content is provided AS IS. You may access the Content for your information and personal use solely as intended through the provided functionality of the App or Site and as permitted under these Terms of Use. You shall not download any Content unless you see a “download” or similar link displayed by HiCast Sports on the App or Site for that Content. You agree not to reproduce, duplicate, copy, distribute, sell, or attempt to sell the App, the Site, or any Content or any part of the App, the Site, or any Content without HiCast Sports’s prior written authorization, unless HiCast Sports makes available the means for such distribution through functionality offered by the App or Site.
3. You agree not to access without authority, interfere with, damage or disrupt:
- any part of the App or the Site;
 - any equipment or network on which the App or Site are stored;
 - any software used in the provision of the App or Site;
 - any equipment or network or software owned or used by any third party; or
 - the Content through any technology or means other than the video playback pages of the App or Site, or other explicitly authorized means HiCast Sports may designate.
4. You agree not to use the App, Content, or Site for any of the following commercial uses unless you obtain HiCast Sports’s prior written approval:
- the sale of access to the App, Content or Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the App, Site, or Content; or

- the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the App or Site, unless other material not obtained by HiCast Sports appears on the same page and is of sufficient value to be the basis for such sales.
5. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the App, Content or Site in a manner that sends more request messages to the HiCast Sports servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, HiCast Sports grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. HiCast Sports reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the App or Site, nor to use the communication systems provided by the App or Site (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the App or Site with respect to their Content.
 6. You assume sole responsibility for results obtained from the use of the App or Site, and for conclusions drawn from such use. Subject to any contrary provisions of these Terms of Use, we shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the App or Site, or any actions taken by us at your direction.
 7. You agree to comply at all times with any instructions for use of the App or Site which we make from time to time.
 8. As a registered user of the App or the Site, you may establish an account ("Account"). If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security or login procedures, you must treat such information as confidential, and you must not disclose it to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account. We shall not be responsible for any losses due to the unauthorized use of your Account. You agree to immediately notify us of any security breach of your Account.

We have the right to disable any user Account, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

CONTENT AND CONDUCT

1. As a HiCast Sports Account holder you may submit Content to the App or Site, including pictures, videos and user comments. You understand that HiCast Sports does not guarantee any confidentiality with respect to any Content you submit.
2. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to HiCast Sports all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the App or Site pursuant to these Terms of Use.
3. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to HiCast Sports, you hereby grant HiCast Sports a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the App or Site and HiCast Sports' (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the App or Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the App or Site a non-exclusive license to access your Content through the App or Site, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the App or Site and under these Terms of Use. The above licenses granted by you in Content you submit to the App or Site are perpetual and irrevocable.
4. You further agree that Content you submit to the App or Site will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant HiCast Sports all of the license rights granted herein.
5. You further agree that you will not submit to the App or Site any Content or other material that is contrary to these Terms of Use.

6. HiCast Sports does not endorse any Content submitted to the App or Site by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and HiCast Sports expressly disclaims any and all liability in connection with Content. HiCast Sports does not permit copyright infringing activities and infringement of intellectual property rights on the App or Site, and HiCast Sports will remove all Content if properly notified that such Content infringes on another's intellectual property rights. HiCast Sports reserves the right to remove Content without prior notice.

PAYMENTS, TAXES, AND REFUND POLICY

1. Certain products, services and offerings available via the App or Site may require you to purchase an access pass via the App or Site ("Pass"). There are three types of Passes you can purchase, 1) a 7-day Pass; 2) a single-user monthly subscription Pass; or 3) a multi-user (up to 4 Accounts) monthly subscription Pass ("Family Pass"). As Family Pass is exclusively intended for immediate family members, defined as mother, father, son, and daughter. You agree that you will not utilize the Family Pass option for people that are not a part of your immediate family. If you choose a monthly subscription Pass, you will automatically be charged the Pass rate each month until you elect to terminate your monthly subscription.
2. You agree that you will pay for all products or services you purchase through the App or Site, and that we or authorized distributors may charge your payment method for any products or services purchased and for any additional amounts (including any sales taxes, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING US WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.
3. Your total price will include the price of the product or service plus any applicable sales tax; such sales tax is based on the bill-to address and the sales tax rate in effect at the time you download the product. We will charge tax only in jurisdictions where we determine, in good faith, that we are required to do so.
4. All sales of products or services are final.
5. Prices for products or services offered may change at any time, and we do not provide price protection or refunds in the event of a price reduction or promotional offering. We will communicate any price changes to you in advance and, if applicable, how to accept these changes. Price changes that impact monthly Passes, both single-user and Family Passes, will take effect at the start of the next subscription period following the date of the price change.

As permitted by local law, you accept the new price by continuing to use our App or Site after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from our App or Site prior to the price change going into effect.

6. You have the right to terminate your Account or any Pass that you have purchased at any time. We do not reimburse for partial periods of time should you elect to terminate your Account with remaining time left on your Pass. In these cases, your account will remain active until your active Pass has expired.

ELECTRONIC CONTRACTING

1. Your use of the App and Site may include the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS APP, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

AVAILABILITY OF THE APP, CONTENT, SECURITY & ACCURACY

1. The App and products and services performed or provided by us are provided as is and as available, with all faults and without warranty of any kind, including any express or implied warranty and or conditions of merchantability, or satisfactory quality, of fitness for a particular purpose or accuracy, of quiet enjoyment and of non-infringement of third party rights.
2. We are not liable if the App, Site or Content is unavailable for any reason, for any time or for any period. We make no warranty that your access to the App or Site will be uninterrupted, timely, accurate or error-free. We do not warrant that any defects in the App or Site will be corrected. Due to the nature of the Internet, availability and accessibility cannot be guaranteed. Access to the App or Site may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the App or Site for

any reason. If we impose restrictions on you personally, you must not attempt to use the App or Site under any other name or user or on any other electronic device.

3. We do not warrant that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or Site or your obtaining any material from, or as a result of using, the App or Site. We shall also not be liable for the actions of third parties.
4. We may change, update or maintain the App or Site and anything described in them without notice to you. If the need arises, we may suspend access to the App or Site, or close it indefinitely.
5. Your device or computer may periodically check for updates to the App or Site and, if available, the update may automatically download and install. You agree that we may automatically download and install updates onto your electronic device. You can turn off automatic updates altogether at any time by changing the automatic updates settings on your electronic device.
6. We try to ensure that information and materials on the App or Site are correct; however, we make no warranty or representation, express or implied, that they are complete, accurate, up-to-date, fit for a particular purpose or use and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with products.
7. We do not warranty or guaranty that Content, as defined in this Agreement, will include any specific event or venue, nor do we guaranty the quality of or completeness of the Content.

INDEPENDENCE FROM PLATFORMS

1. The App and Site are independent of any platform on which it is located or operated. The App and Site is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator").

2. Your download, installation, access to or use of the App or Site may also be subject to the terms and conditions of the Operator. You may also be bound by a particular application distribution system, such as the Apple App Store.
3. You and we acknowledge that these Terms of Use are concluded between you and us only, and not with an Operator, and we, not those Operators, are solely responsible for the App and Site and the content thereof to the extent specified in these Terms of Use.
4. The license granted to you for the App or Site is limited to a non-transferable license to use the App or Site on an electronic device that you own or control and as otherwise permitted by these Terms of Use.
5. We are solely responsible for providing any maintenance and support services with respect to the App or Site as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the App or Site.
6. In the event of any failure of the App or Site to conform to any applicable warranty, you may notify the relevant Operator and that Operator will refund the purchase price for the App or Site (if any purchase price has been paid) to you; and, to the maximum extent permitted by applicable law, that Operator will have no other warranty obligation whatsoever with respect to the App or Site, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.
7. You and we acknowledge that we, not the relevant Operator, are responsible for addressing any claims of you or any third party relating to the App or Site or your possession and/or use of the App or Site, including, but not limited to: (i) any claim that the App or Site fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
8. You and we acknowledge that, in the event of any third party claim that the App or Site or your possession and use of the App or Site infringes that third party's intellectual property rights, we, not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

9. You must comply with any applicable third party terms of agreement when using the App or Site (e.g. you must ensure that your use of the App or Site is not in violation of your mobile device agreement or any wireless data service agreement).
10. You and we acknowledge and agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, that Operator will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

OUR LIABILITY

1. To the extent possible by law:
 - our maximum liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal theory of liability) in relation to your use or inability in use or delay in use of the App or Site, or the Content or any other material on it or accessible from it, or from any action or decision taken as a result of using the App or Site or any such material, shall not exceed fees paid by you to us in the prior 12 months; and
 - we shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) in relation to Content or any other material on the App or Site or in relation to your use or inability to use or delay in use of the App or Site or any Content or other material on them or accessible from them or from any action or decision taken as a result of using the App or Site and any such Content or other material in relation to any of the foregoing, for any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of use of money; (e) loss of anticipated savings; (f) loss of revenue; (g) loss of goodwill; (h) loss of reputation; (i) loss of business; (j) loss of operation time; (k) loss of opportunity; or (l) loss of, damage to or corruption of, data; whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses. For the avoidance of doubt, (b) to (l) apply whether such losses are direct, indirect, consequential or otherwise.
 - we shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) for any misuse by any user or third party of the information or services provided through the App or Site or the breach of this agreement by any user.

TRADE MARKS

1. The Highlight Broadcast Network, HiCast Sports Network, and HiCast Sports names and our logos and all related names including “HiCast” and our tagline “Moments That Matter™” design marks and slogans (the “Trademarks”) are the exclusive registered or unregistered trademarks of HiCast Sports and/or any of our valid licensors. The Trademarks owned by HiCast Sports, whether registered or unregistered, may not be used in connection with any product or service that is not owned by HiCast Sports, in any manner that is likely to cause confusion with customers, or in any manner that disparages HiCast Sports.

INTELLECTUAL PROPERTY RIGHTS

1. We are the owner or the licensee of all intellectual property rights, including copyright and trademark rights, in the App, the Site and the Content reflected thereon or produced thereby, and in the material published concerning use. Those works are protected by copyright laws and treaties around the world and will remain the sole and exclusive property of HiCast Sports. All such rights are reserved and you acknowledge that you do not acquire any ownership rights by using the Site, the App or viewing the Content.
2. The App, the Site, and the services we provide are designed, among other things, to make Content available to you. You may download, view, edit, and share the Content, and subject to your payment of any required fee for same and compliance with other terms herein, we grant you a nonexclusive royalty free license to do so, subject to your compliance with other terms herein. You agree that you will not edit the Content to remove any of our logos or logos of our advertisers, names, meta data or any other identifiable information linking the Content to us. We will take reasonable efforts to provide access to media which does not infringe upon the rights, including copyrights, of others. Should you be informed that any of the video is allegedly infringing of any rights of third person, you agree to inform us of such claims with reasonable promptness.
3. If you are a copyright owner or authorized agent and believe that your work has been copied and posted or used by us in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by us you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;

- a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- if applicable, a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate.
- our designated Copyright Agent to receive notifications of claimed infringement is - Albert A. Chapar, Jr., who may be contacted by email at achapar@chaparlaw.com or by mail at 945 Bank Street, Suite B, Conyers, Georgia 30012.

INFORMATION ABOUT YOU & YOUR VISITS TO THE APP

1. We maintain and track information about you in accordance with our Privacy Policy, which is available on our Site at www.hicastsports.com. By using the App or Site, you consent to such use and you warrant that all information provided by you is accurate. We shall make reasonable efforts to protect information submitted by you in connection with the services, but you agree that your submission of such information is at your sole risk, and we hereby disclaim any and all liability to you for any loss or liability relating to such information in any way.

THIRD PARTY WEBSITES

1. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App or Site exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party website or mobile application to which the App or Site provides a link. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications and any orders you make for goods and services via such websites and mobile applications. If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to

products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.

2. You must not without our permission:

- Reverse engineer, copy or otherwise use source code of the App or Site in any way, including, but not limited to, onto other websites or in other mobile applications; or
- frame any of the App, Site or Content onto your own or another person's website or mobile application or otherwise hold yourself out as having rights in the App or Site.

TERMINATION

1. If you fail, or we suspect that you have failed, to comply with any of the provisions of this Agreement, without notice to you, and at our own discretion, we may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the App or Site; and/or (iii) preclude access to the services we provide (or any part thereof).

SEVERABILITY

1. If any of these terms should be determined to be prohibited by law, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

NON-ASSIGNMENT

1. You shall not assign or transfer or purport to assign or transfer the contract between you and us to any other person.

EXCLUSION

1. Except as expressly stated in these Terms of Use, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

INDEMNIFICATION

1. To the fullest extent permitted by applicable law, you agree to indemnify and hold HiCast Sports harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of these Terms of Use; (2) any activity in which you engage on or through the App or Site; and (3) your violation of any law or the rights of a third party.

LAW & JURISDICTION

1. These Terms of Use and your use of the App or Site (and all contractual and non-contractual relationships arising out of or connected to it) shall be governed by and construed in accordance with those of the State of Georgia, USA. You agree to the exclusive jurisdiction of the courts of Walton County, Georgia, USA, to any dispute or claim which may arise under, or in respect of, these Terms of Use or your use of the App or Site and you expressly consent to the personal jurisdiction and venue of such courts by waiving any defense to personal jurisdiction and venue therein. In such case where the claims in dispute are those in which federal courts have exclusive subject matter jurisdiction, then you submit to the exclusive jurisdiction of the federal courts of the Northern District of Georgia, and expressly consent to personal jurisdiction and venue in such forum, and waive any defense or objection to personal jurisdiction and venue therein.



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
OSCAR KNOTT, CPP, CPPO, VCO
PURCHASING DIRECTOR

EXHIBIT D

RFP 22-2290-2EMF
Streaming Video Services
Follow Up Questions
March 16, 2022

Offeror: Highlight Broadcast Network LLC/HiCast Sports Network

1. Provide the updated subscription pricing information.

Beginning on Tues., March 22, 2022 we've updated our prices to the following options:

Monthly Pass (single user; can be cancelled anytime) – \$19.99/month

Family Monthly Pass (up to 4 family members; can be cancelled anytime) – \$29.99/month

Annual Pass (single user) – \$143.93/year
Represents a 40% discount on Monthly Pass for 12 months.

Annual Family Pass (up to 4 family members) – \$215.93/year
Represents a 40% discount on Family Monthly Pass for 12 months

7-Day Pass (auto cancels after the 7th day) – \$19.99

We also offer flexibility to our venue partners to create special event passes as needed. Our pricing is subject to change during the term of our agreement, but note that this recent price update is the first update we've made since March 2019.

2. Will HiCast provide free passes for Recreation and Parks employees to use to review games etc.? If yes, how many?

Yes, we will provide up to five free Venue Staff Passes.

3. Is there a way for the County to purchase passes for certain special events and if so can they be purchased at a discounted rate?

Yes, we can offer the option for the County to purchase user passes in bulk for special events. We can offer a discount based on volume, but would need to determine the volume estimate and discount amounts based on the specific need. Each user would need to sign up to create an individual HiCast Sports account. We would pre-sell a quantity of passes to the county based on the estimated number of users, and make the special event appear "free" to users.

4. What is the process for providing the game schedule to HighCast?

Henrico County would assign a Parks & Recreation team member to provide your tournament and weekday play schedules to us on a seasonal basis (spring, summer, fall) to us via email, or by providing a link to your schedule online (e.g., on your website, within a shared Google spreadsheet). HiCast Sports will maintain the camera recording schedule in our system. The schedule would not be game-by-game, but instead a list of tournaments with start and end dates and beginning and end recording times to cover the entire day of play; and a list of weekday play (e.g., Youth League: Mon - Wed, 8am - 10pm; Thurs, 9am - 11pm).

5. How would changes in schedule be handled, such as rain delays etc.?

Because we do not schedule cameras to turn off and on on a game-by-game basis, the schedule you provide should be liberal enough to cover any game delays. In the event you have an unexpected game at a day or time outside of standard recording hours we've established for the season, you can contact us and we can turn cameras on as needed. Camera recording hours begin at the top of the hour, so if you contact us at 11:15am or 11:50am - cameras can begin recording as early as 12:00pm.

6. What happens at the end of the five-years, should your firm be awarded the contract, and Recreation and Parks wishes to continue using your services?

Our standard contracts with the majority of our venue partners include an automated renewal for two additional years following the initial 5-year term. We are happy to establish new contract with you and continue our partnership beyond five years!

7. Is there a timeframe for the number of subscriptions needed in order for HiCast to recoup the cost for year-one? Provide details.

We do not have a minimum requirement for user signups, nor a deadline requirement to recoup our expenses outlined in the proposal, but based on the participant numbers you provided to us, we expect to recoup these expenses within 12 months. Your promotion/communication efforts with tournament organizers and patrons are critical elements in fueling subscription sales and our mutual success.

8. What would the transaction fees, costs and deductions that determine the "Net Revenue" be for the passes being offered?

Net revenue from subscription sales is gross revenue (subscription price) less the transaction fees we pay to our 3rd party transaction provider, which is currently Stripe. Currently, Stripe fees are:

One-time product transaction fee (our 7-Day Pass or any special passes): 2.9% + \$.30
Subscription transaction fee (our Monthly Passes): 2.9% + \$.30 + .5%

Applied to Our Product Prices Effective March 22:

\$19.99 7-Day Pass
Stripe keeps $.57971 (2.9\%) + \$.30 = \$.88$
Our net revenue = \$19.11

\$19.99 Monthly Pass

Stripe keeps $.57971 (2.9\%) + \$0.30 = \0.88

$\$19.11 - \$0.96 (.5\% \text{ monthly transaction fee})$

Our net revenue = \$19.03

\$29.99 Family Pass

Stripe keeps $.86971 (2.9\%) + \$0.30 = \1.17

$\$28.82 - \$1.44 (.5\% \text{ monthly transaction fee})$

Our net revenue = \$27.38

\$143.93/year Annual Pass

Stripe keeps $\$4.17 (2.9\%) + \$0.30 = \$4.47$

Our net revenue = \$139.46

\$215.93/year Family Annual Pass

Stripe keeps $\$6.26 (2.9\%) + \$0.30 = \$6.56$

Our net revenue = \$209.37

9. How will the URL for the “Promoter Revenue” be provided?

We will setup and provide the promoter URL to Henrico County after we complete the installation process and before we go live. We will send an email that identifies the promoter URL and contains co-branded promotional graphics.

10. If awarded the contract and the contract has no renewals left but the County would like to continue using your services would the equipment be upgraded?

We would upgrade our equipment as needed to provide optimal service to our users. Many of our Axis cameras currently placed in venues in a variety of weather conditions have been performing optimally for more than five years. We do not anticipate the need to upgrade cameras within a five-year term, unless a camera becomes damaged. We would consider the need and evaluate the expense to upgrade cameras at the time of a contract renewal after years.

11. If awarded the contract the County will do a wrap agreement including the RFP and your proposal. Will the County be required to sign any agreement?

No.

12. Resubmit pricing.

HiCast Sports Network will make the investment to cover 100% of Upfront Equipment and Installation Fees required to provide video streaming services for two Henrico County stadium fields. HiCast Sports Network shall share a percentage of the net revenue earned from end user subscription (or pass) sales with Henrico County, after HiCast Sports Network has recouped all Upfront Equipment & Installation Expenses and Annual Network Service Fee noted in HiCast Expense column in the table below.

Upfront Equipment & Installation Fees	HiCast Fees	Cost to County
Glen Allen Stadium at RF&P Park	\$5,000	\$0
Dorey Park Field #5	\$5,000	\$0
Annual Network Service Fees* (2 Venues)	\$1,000/year	\$0
Total Year 1	\$11,000	\$0
Total Years 2 - 5	\$1,000	\$0

Subscriber Pass Revenue Share:

HiCast will compensate Henrico County by paying, on a Pro Rata Usage basis, 15% of each User's Net Revenue (all calculations over same time period as the pass sold). Pass prices to be determined by HiCast Sports Network. Pass prices effective March 22, 2022 are:

- 7-Day Pass for \$19.99. That pass auto cancels after the 7th day.
- Monthly Pass for \$19.99. That pass auto renews monthly, but can be cancelled at any time.
- Family Monthly Pass for \$29.99 for up to four family members. That pass auto renews monthly, but can be cancelled at any time.
- Annual Pass for \$143.93/year (a 40% discount on our Monthly Pass for 12 months)
- Annual Family Pass \$215.93/year (a 40% discount on our Monthly Pass for 12 months)

"User" is an individual (or family if a family pass is purchased) that has an active, fixed length or monthly pass.

"Pro Rata Usage" is the fraction whereby the numerator is the amount of time (in minutes) a User spends viewing event and highlight video content captured through the Equipment and the denominator is the total time (in minutes) that the same User spends viewing event and highlight video content provided by HiCast (both over the same time period as the pass sold). By way of example only, if an individual User spends 100 minutes viewing event and highlight video content provided by HiCast and of that 100 minutes the User spends 80 minutes viewing event and highlight video content captured through the Equipment installed at the Venue, then the Pro Rata Usage for that User would be 80 divided by 100, or 80%.

“Net Revenue” is the revenue received by HiCast from a User for fixed length or monthly passes, less any and all transaction fees, costs, and deductions associated with the sale and processing of these passes.

Promoter Revenue Share:

Each registered Partner (e.g., event organizer, league) will be given a unique URL to share with its network to promote HiCast’s services. HiCast will compensate Partner by paying an additional 10% of pass revenue generated through Partner’s unique URL.

**Streaming Video Services for Henrico County, VA
Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network**

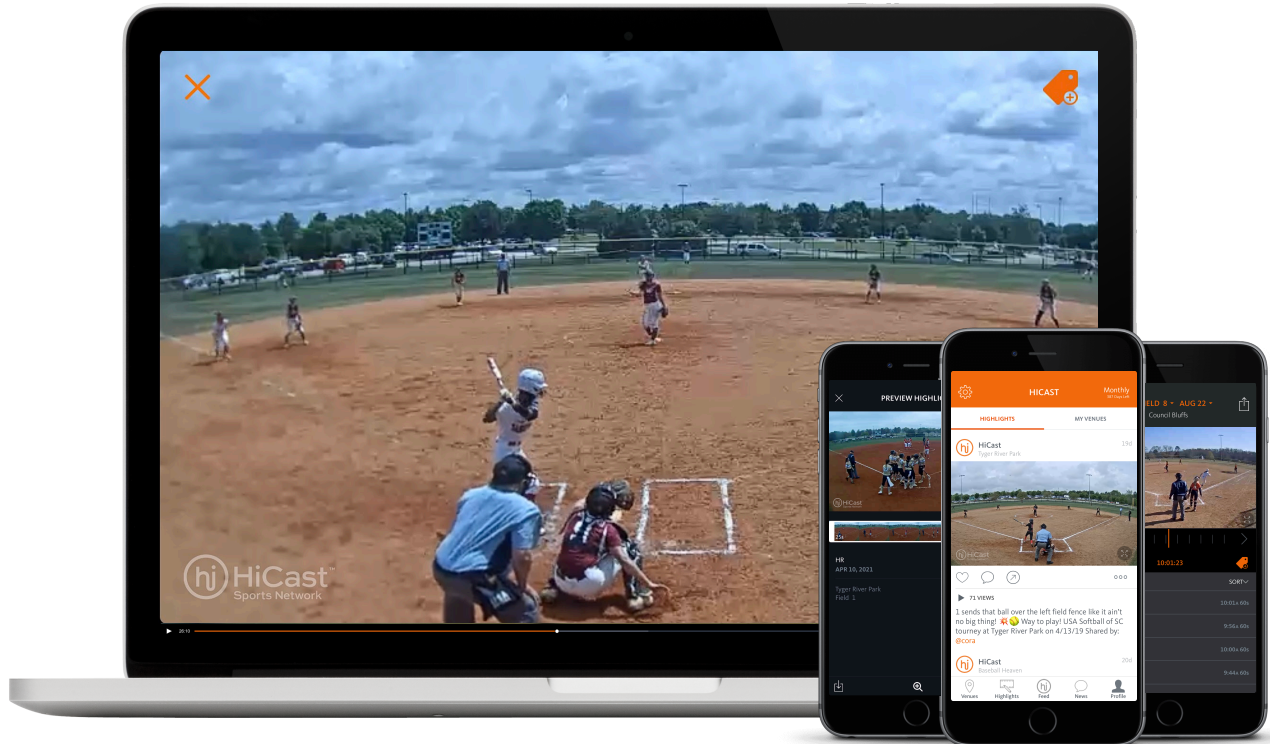


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**Streaming Video Services for Henrico County, VA
Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network**



Department of Finance
County of Henrico
8600 Staples Mill Road
P.O. Box 90775
Henrico, VA 23273-0775

February 22, 2022

Dear Oscar Knott and Eileen M. Falcone,

Our company, Highlight Broadcast Network LLC, doing business as HiCast Sports Network, is pleased to submit our proposal in response to your Streaming Video Services RFP No. **22-2290-2EMF**. We are confident in our ability to meet the needs outlined in the RFP and its Scope of Services.

Since 2015, we have successfully partnered with youth sports venues across the United States. Our turnkey solution (product + services) provides live and on-demand sports video streaming and tools for users to save and share their favorite game highlights (the Moments That Matter™) with the people who matter most. Our current network of venues spans 195 fields and serves hundreds of thousands of athletes, coaches, parents, family and fans worldwide.

As an early pioneer in sports video streaming, we hold two utility patents filed with the United States Patent and Trademark Office: Patent #9,945,591 filed in 2011 and Patent #9,912,721 (Continuation-in-Part) in 2014. These patents relate to “Systems and Methods for Providing Event-Related Video Sharing Services” and are granted for 20 years from filing dates.

While our existing product and platform currently meets the requirements outlined in the Scope of Services, we are excited to launch a significant product and platform upgrade in March 2022 to further enhance our solution and to take advantage of latest technologies. We look forward to having an opportunity to partner with Henrico County. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert P. Stribling', with a stylized flourish at the end.


Robert P. Stribling, CEO and Co-founder
HiCast Sports Network
770-335-9940 | rstribling@hicastsports.com

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. **22-2290-2EMF Streaming Video Services**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	
Highlight Broadcast Network, LLC	
ADDRESS:	2325 New Hope Church Road
	Monroe, GA 30654
FEDERAL ID NO: EIN: 27-2846489	
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Robert P. Stribling
TITLE:	Co-Founder, Chief Executive Officer
TELEPHONE:	770-335-9940
FAX:	
EMAIL ADDRESS:	rstribling@hicastsports.com
DATE:	February 22, 2022

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Highlight Broadcast Network, LLC

This form completed by: Signature:  Title: Co-founder, CEO

Date: 2/22/2022

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☒ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☐ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: HiCast Sports Network

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE



COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: February 3, 2022
Request for Proposal: #22-2290-2EMF
Receipt Date/Time: February 23; 2:00 p.m.
Subject: Insurance Requirements

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

1. Revise ATTACHMENT E – County of Henrico Insurance Specifications
 - a. Delete - **Workers' Compensation, Business Automobile Liability and Umbrella Liability coverages**
 - b. Add – Professional Liability
Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

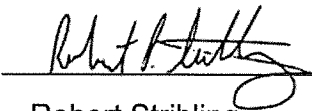
All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal. Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Eileen M. Falcone, CPPB
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 
Print Name: Robert Stribling
Company: HiCast Sports Network
Date: February 22, 2022

**Streaming Video Services for Henrico County, VA
Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network**

2. STATEMENT OF THE SCOPE

We understand, and have the capability and experience to execute the Scope of Services outlined in the RFP. For nearly six years, since 2016, we have provided video capture, cloud-based storage and automated streaming video services to youth sports venues (both private and government-owned venues) nationwide. Our turnkey solution includes the following:

1. Automated streaming and recording of events based on a schedule provided by the County.
2. Provide and install all equipment necessary to provide streaming and recording video services live and on-demand at each of the two fields. Beyond that, we will provide DVR functionality while users are watching live. DVR functionality enables the viewer to rewind and play an important moment they missed or wish to replay.
3. Cloud-based video storage. All recorded video will be made available to subscribers for three months from date of play. After that time, video will be archived for an additional nine months, and made available upon user request, for an additional fee.
4. Maintenance of installed equipment and replacement of defective equipment. HiCast Sports will remote monitor our equipment, and make adjustments and replacements as needed, as quickly as possible.
5. & 6. Mobile and Web viewer capabilities. All users will have free access to preview and purchase a subscription to watch video live or on-demand from Henrico County venues. Subscribers will have the ability to watch live or on-demand and use our tools for highlight tagging, saving and sharing on both desktop and mobile platforms. Users are able to store a growing collection of video highlights.
7. Mobile-ready video replays, during and following games, for County staff and patrons to edit and share and create highlights live or on-demand are accessible 24/7. Through our Terms of Use, HiCast Sports Network grants a personal use license to users (including the venue and event organizers) enabling users to tag, edit and save highlights from our video footage for personal (not-for-profit) use such for the purposes of social media sharing, college recruiting, player/coach development, etc.
8. Marketing and promotional materials such as physical signage, co-branded digital graphics in a variety of formats for the County to share on the County website, emails blasts and social media. Signage is a high-quality aluminum sign optimized for durability and readability outdoors. Beyond this, HiCast Sports Network supports promotion of the venue's events and highlights shared by users from the venue in our social media to support promotion of the venue and their event organizers.

Streaming Video Services for Henrico County, VA
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9. Support for County staff and patrons to answer questions, resolve technical issues and help guide patrons. HiCast Sports has a robust Support webpage on its website and provides 7-day support for venue staff and patrons. Support tickets can be generated by via email to: support@hicastsports.com or through a widget on the support web page. We manage all support inquiries through our ZenDesk support ticket management solution. This third-party, web-based solution helps to ensure that all inquiries are tracked and managed through resolution.
10. Training for County staff if required by Successful Offeror. HiCast Sports Network can provide training and support to staff as needed via Zoom and phone calls, as well as documented communication.
11. All necessary permits necessary for installation of equipment. HiCast Sports Network maintains, at our own expense, all permits and liability insurance necessary for installation and maintenance of the equipment.

**Streaming Video Services for Henrico County, VA
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3. EXPERIENCE AND QUALIFICATIONS

HiCast Sports Network has significant experience in providing video streaming services, specifically to youth sports venue, and specific to baseball/softball fields.

You are welcome to contact these three references:

Todd Yancey
General Manager
Elizabethtown Sports Park
tyancey@sportadvisory.com
270-765-6132

Trey Glover
Park Operations Manager
Spartanburg County Parks Department
tglover@spartanburgcounty.org
864-804-5818

David Bounds
General Manager
The Ripken Experience Pigeon Forge
dbounds@ripkenbaseball.com
865-366-3102

To hear testimonials from more venue partners, visit this webpage:

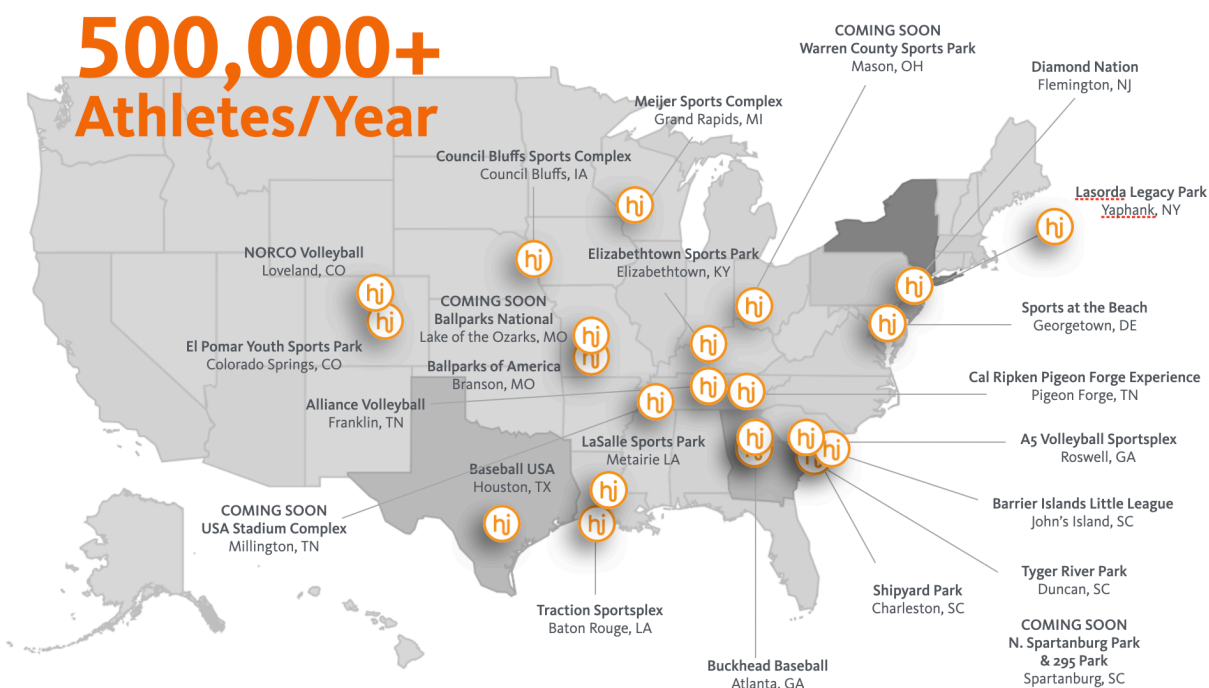
<http://www.hicastsports.com/venues>

- a. For nearly six years, since 2016, HiCast Sports Network has provided video capture, cloud-based storage and automated streaming video services to youth sports venues (both private and government-owned venues) nationwide. Prior to the initial launch of our solution, we filed utility patents in 2011 (#9,945,591) and 2014 (#9,912,721). Several of our venue partners have worked with us for more than five years.
- b. HiCast Sports Network currently partners with 24 venues spanning 195 fields/courts across the country, covering more than 500,000 youth and amateur athletes. Nearly 300,000 users have watched more than 5 million minutes of video across our network and created nearly 250,000 highlights from our events since 2017.

Streaming Video Services for Henrico County, VA
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HiCast Sports Network Coverage 2022

24 Venues Spanning 195 Fields/Courts



- c. To preview our current live streaming technology, go here and select a venue to preview:
<http://hcst.me/live/live.html>

To view a video demo of current mobile app for iOS features go here:
<http://www.hicastsports.com/demo>

To view sample game highlight video go here:
<https://vimeo.com/hicastsports>

Note that our new product user experience will be made available in March 2022, but we can provide a confidential preview upon request.

- d. Henrico County staff will interface directly with HiCast Sports Network co-founders, Robert Stribling (Chief Executive Office) and Stephanie Calabrese (Chief Brand Officer). They are supported by technologists, accounting, and customer support team members.

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Robert Stribling leads overall management of our business, finance, technology and venue installations and maintenance. Robert is a life-long entrepreneur with product innovation expertise spanning ideation to marketable product for the past 35 years. Robert previously invented two patented products and lead the creation of successful businesses for the waste management and recycling industry, as well as the beverage industry, securing investment and partnership with strategic global partners including The Coca-Cola Company, Wacker Chemical, and Sterner Starlim.

Stephanie Calabrese leads branding, marketing, venue sales, user experience, customer support and corporate communications. A digital media strategist with more than 25 years of experience in interactive content development, Stephanie previously served as Partner with Elemental Interactive, an award-winning interactive design and development firm she helped start and sell to Grey Global Group (a property of WPP, the world's largest advertising agency) in 1999. She's provided marketing, communications and creative consulting to worldwide-recognized companies and organizations including The Coca-Cola Company, UPS, and CARE International.

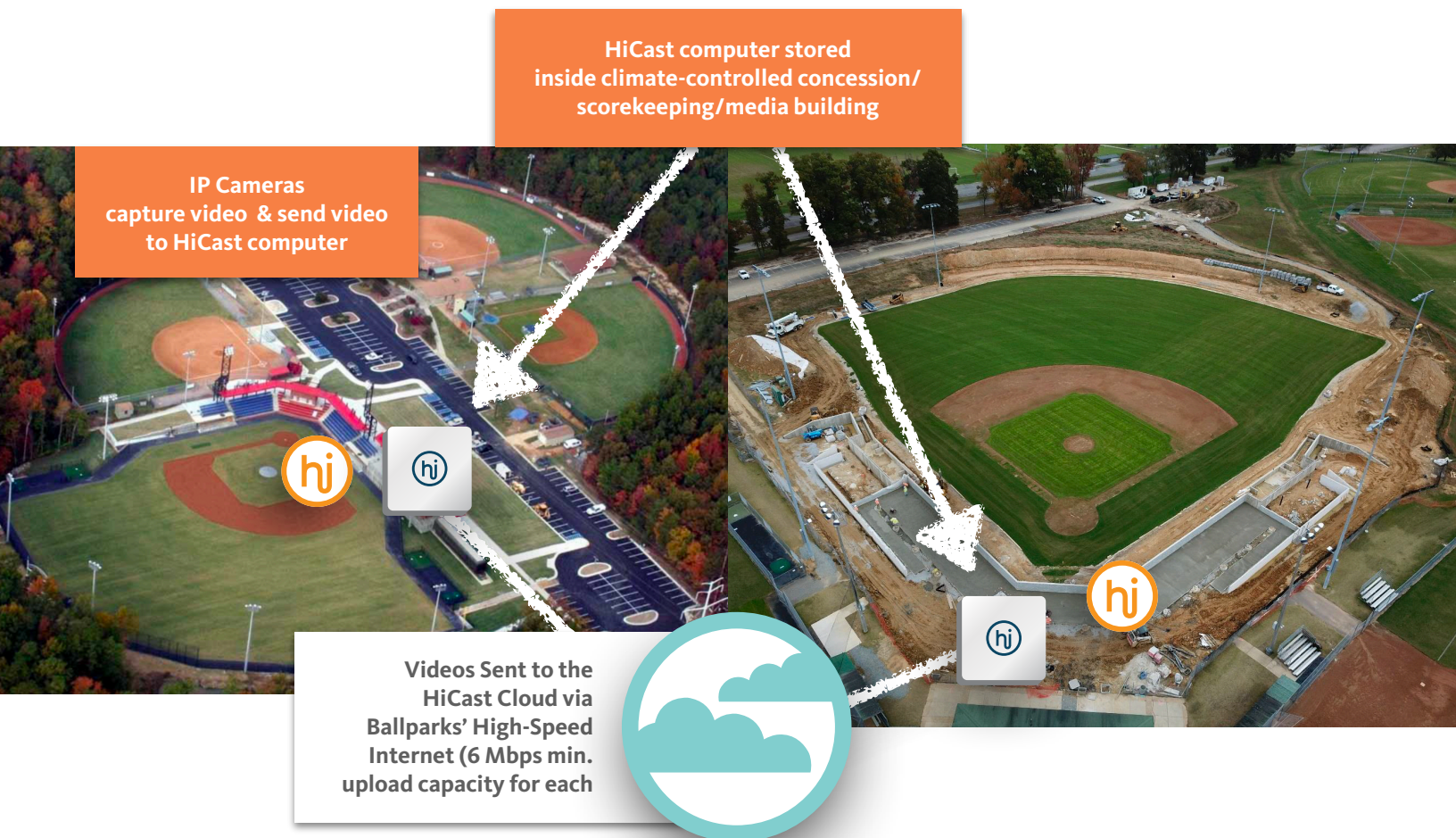
- e. HiCast Sports Network is a privately-held company and does not release public financial reports, however, we confirm that we are a financially stable business and maintain our day-to-day business operations with our cash flow. We are backed by a team of individual investors who support the growth of our business.

**Streaming Video Services for Henrico County, VA
Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network**

4. SERVICE APPROACH/IMPLEMENTATION SERVICES AND TRAINING

HiCast Sports Network will use our proven approach and implementation method currently deployed across 24 sports venues across the United States. We will install, operate and maintain one IP (internet protocol) camera and ancillary network equipment at each of the Henrico County locations: 1. Glen Allen Stadium at RF&P Park and 2. Dorey Park Field #5. Cameras have the capability to capture 1080p video and also provide lower quality video files optimized for mobile delivery to our users. As bandwidth at the ballparks increase, we can continue to improve video quality delivery to end users. Cameras are remote-controllable and HiCast Sports Network manages camera settings, recording schedules, and firmware updates. HiCast Sports Network keeps, at our own expense, the equipment neat and clean and in good order and shall repair/maintain the equipment to optimize its operation at our expense. The equipment will be used to record events at each stadium with the intent of making such recordings available to the public live and on-demand, for a fee, in accordance with our policies.

Our HiCast Sports Network installation at each ballpark will be connected to our cloud-based video storage and server technology solution (currently hosted at Amazon Web Services, or AWS) to deliver game footage captured at the ballpark instantly to online viewers worldwide. Users can watch games live or on-demand using a mobile device or desktop computer (through a browser) through our simple graphical user interface.



Streaming Video Services for Henrico County, VA Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network

Over the past ten months, we've made a significant investment in making a major upgrade to our product and platform. We're taking full advantage of the latest technologies available for live-streaming and a low-code product development platform to optimize the efficiency and flexibility of our solution for venue partners and our end users (players, coaches, families and fans). This major upgrade will launch March 2022 and provide the following enhancements:

- Improve the field of view for play across all of our fields/courts, enabling users to zoom in for a closer look while viewing live or on-demand
- Provide greater flexibility with end-user pricing and new product offerings such as full-game downloads or custom pricing for high profile events (e.g., USA Softball Junior Olympics).
- Provide live tag and highlight creation feature within the desktop web viewer and mobile viewer for Android and iOS.
- Greater flexibility to update and add new features and functionality faster, with fewer technical resources
- Improve reliability and performance of our network across all viewing platforms (desktop and mobile)
- Simplify and provide greater flexibility with camera scheduling
- Extend our video coverage to rectangular field sports and enable multi-camera coverage on a single field or court, making us a potential future partner for additional Spartanburg County parks and sports.

a. Additional Agreements – N/A

b. Terms of Use Agreement – All users who sign up to create a HiCast Sports Network account and use our service have access to review and agree to adhere to our Terms of Use. By tapping on the “Signup” button, the user acknowledges acceptance of the terms. Our Terms of Use span comprehensive topics such as our cancellation and refund policy, sportsmanship guidelines, and personal use rights for highlights saved and shared from our video content. You can review our most current Terms of Users here: https://static1.squarespace.com/static/54f28a89e4b03e3d11ef1623/t/5955785a37c5812a4d9c6fe5/1498773594966/HiCastSportsTermsOfUse_062317.pdf

c. Project Schedule – Upon award of the contract, HiCast Sports Network will work as quickly as possible to purchase equipment, and execute on-site installation and integration of the two stadiums within our HiCast Sports Network to ensure coverage for Spring/Summer season. We intend to install both stadiums in one visit to Henrico County and anticipate the timeline to span no more than 3-weeks:

- Step 1 HiCast purchases and receives equipment (5 Days)
- Step 2 HiCast tests and programs equipment (1 Day)
- Step 3 HiCast travels to venue and executes on-site installation at each of the two stadiums with support from Henrico County IT staff (2-3 Days)
- Step 4 HiCast sets up venues within our cloud-based network and integrates field views within our administrative tools. (2 Days)
- Step 5 HiCast sets up promoter code and camera schedules, performs live and on-demand testing, and prepares co-branded promotional graphics, as well as a press release. (3 Days)

**Streaming Video Services for Henrico County, VA
Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network**

Step 6 – HiCast go-live date and social media promotional support (1 Day)

d. Training – HiCast Sports Network will provide clear documentation to get venue staff up and running on HiCast Sports Network usage, however, no extensive training is required. The new, web responsive v.4 product to launch in March is extremely intuitive to use across all viewing platforms (computer and mobile), and HiCast can provide a Zoom-based training session for Henrico staff to ensure features and functionality are easy to understand. The support page of our website provides a comprehensive list of FAQs and answers: <http://www.hicastsports.com/support>

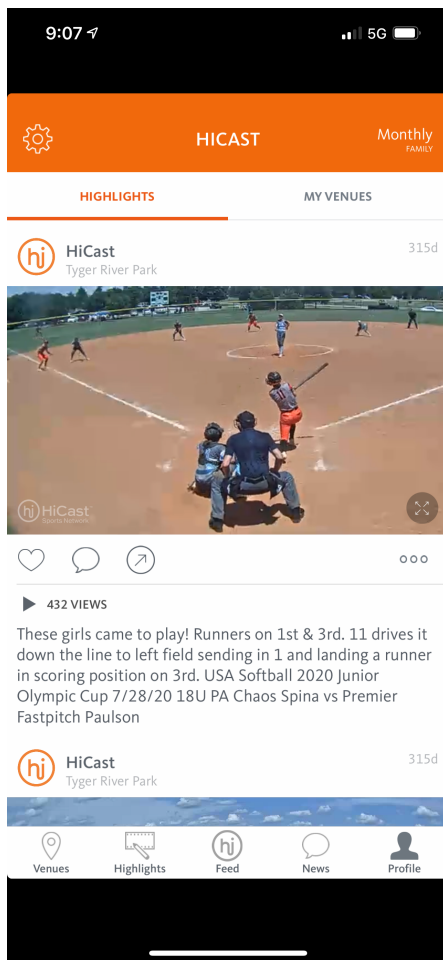
We continue to maintain the support page of our website to guide users through the product and any questions that arise. We will provide a new video demo of the v. 4 product upon release to serve as a simple introduction to key product features and functionality.

e. Social Media – Beyond live and on-demand video coverage for all events, we also provide the ability for subscribers to save and share highlights (up to 60-seconds/highlight) from the game footage. Coaches, players, families and fans can save and share highlights directly with friends, family, coaches and college recruiters via email, text message and/or social media. This mobile highlight sharing component of our solution is valuable to Henrico County staff and their partnering event organizers (e.g., Prep Baseball Report, Babe Ruth and others) as it promotes events at the parks through valuable social media engagement, increasing venue and event awareness with sports media, athletes, college recruiters and fans nationwide.

The three graphics on the next page show examples of highlights from our venue partner Tyger River Park, a government-owned venue in Spartanburg, SC. Highlight views not only provide support and encouragement for youth athletes, but valuable promotion for teams, event organizers hosting tournaments at Spartanburg County Parks and for Spartanburg County Parks.

View a video demo showing current mobile app feature, including highlight creation and sharing: <http://www.hicastsports.com/demo>

Streaming Video Services for Henrico County, VA Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network



Highlight captured and shared by HiCast Sports to our HiCast Feed promoting the 2020 Junior Olympic Cup at Tiger River Park



Highlight captured and shared by HiCast Sports to our Twitter feed during the 2020 Junior Olympic Cup at Tiger River Park



Highlight captured and shared by a Tiger River Park softball player, sharing her experience from a softball tourney at Tiger River Park.

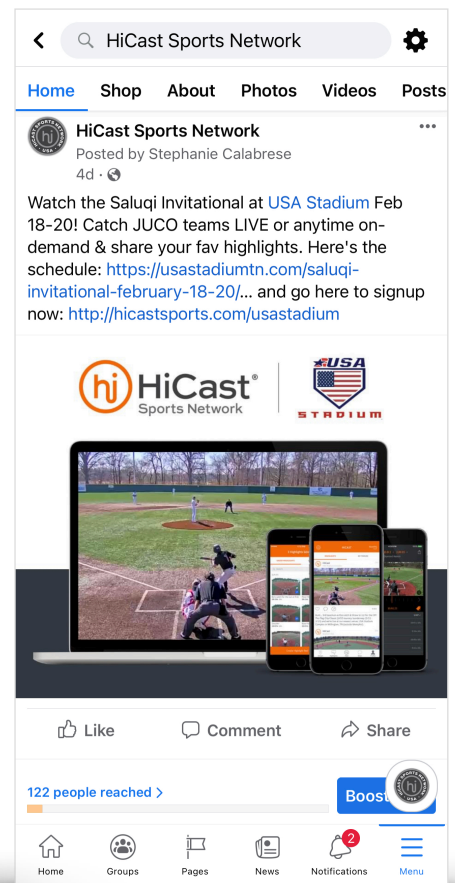
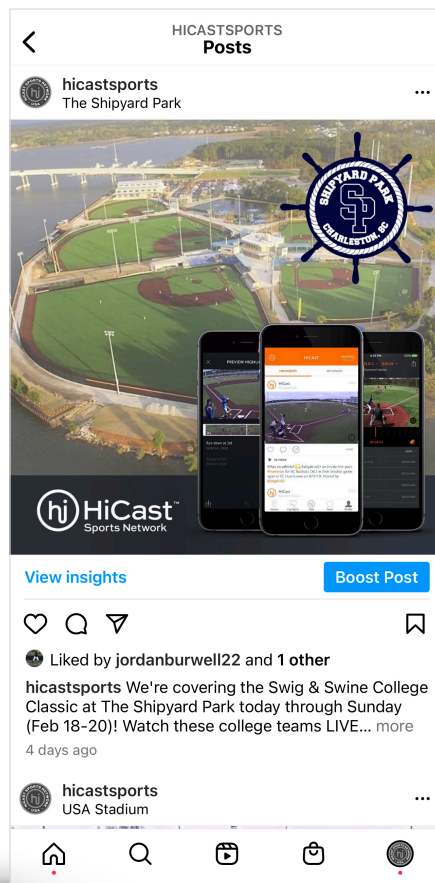
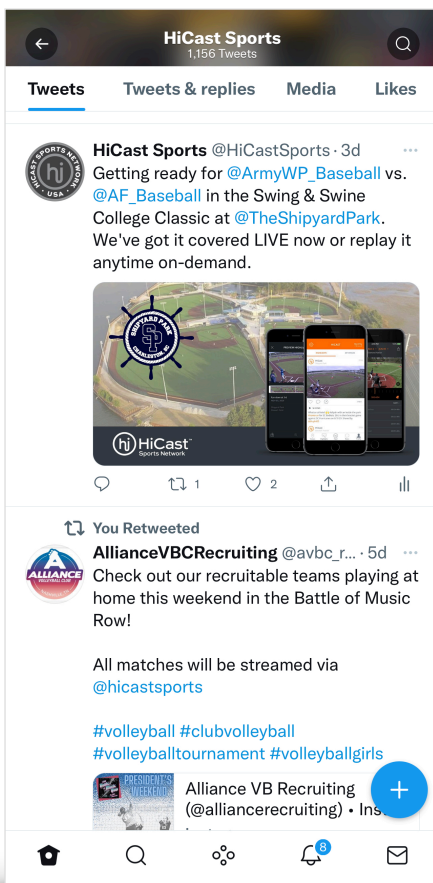
f. Reporting – HiCast Sports Network provides usage reporting to the venue on an annual basis, following year-end calculations. This report is typically provided within January. The report contains the following information to help track venue usage, sales and promotion for each stadium:

- total number of minutes viewed
- number of highlights created by users from venue's game footage
- number of users who signed up through the venue's promoter webpage
- number of users who purchased a pass, by pass type: 7-Day, Monthly or Family Monthly Pass
- calculation of venue revenue share

Streaming Video Services for Henrico County, VA Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network

g. Promotional Materials – HiCast Sports Network provides, at our expense, co-branded digital marketing materials in a variety of sizes and formats for Spartanburg County Parks Department staff to share on their website, in email blasts to patrons, and in social media. Additionally, HiCast Sports Network, will share curated highlights shared by users from Henrico County within our product and in social media to help promote play at the ballpark. This marketing and promotional support helps drive awareness for your hosted events and encourages usage of our product at the venue(s). View examples of our co-branded marketing support here: <http://www.hicastsports.com/promo-resources>

Below are three visual examples of co-branded graphic promos we created and shared on behalf of our venues in Twitter, Instagram and Facebook.



Streaming Video Services for Henrico County, VA Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network

h. Signage – HiCast Sports Network will also provide and hang, at our expense, at least one high-quality, weather-resistant, reflective 18” x 24” aluminum sign at each stadium in close proximity to each camera to promote our coverage on the field. The signs are consist with signage we have suspended at all of our venues across the country.



i. Support for County Staff and End Users

HiCast Sports Network provides, at our own expense, 7-day support (including holidays) to answer questions, resolve issues and support county staff's use of our HiCast Sports Network. Venue staff can contact HiCast Sports Network anytime for support via text message, email or through our Support webpage.

HiCast Sports Network also provides end-user support 7 days/week (including holidays) to answer questions, resolve issues, and help guide patrons' use of our HiCast Sports Network. We manage all support inquiries in our ZenDesk web-based customer support system. End users can contact HiCast Sports Network anytime for support via email: support@hicastsports.com or through our Support webpage: <http://www.hicastsports.com/support>

**Streaming Video Services for Henrico County, VA
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We also monitor our social media accounts (Facebook, Twitter and Instagram) and direct any user support inquiry to our email and/or webpage channels so we can effectively manage them through one-on-one communication through our ZenDesk support system through resolution.

We value our users and pride ourselves on providing fast and quality support through resolution. Over the past 30 days, our average first reply time for HiCast Sports Network is 3.41 hours, which is based on a 24-hour timeframe for user ticket receipt. This reply time is significantly better (nearly 6x better) than the ZenDesk global average response time for ZenDesk customers, which averages 18.6 hours. 51% of HiCast Sports tickets are responded to in less than one hour. 33% of tickets are responded to in 1-8 hours. 16% are responded to within 8-24 hours.

5. TECHNICAL INFORMATION

a. List of Equipment – HiCast Sports Network shall provide and install, at its expense, network components to include 2 Axis P-series IP video cameras, 2 Buffalo NAS servers, and ancillary wiring and network equipment such as NEMA enclosures at the venues. We have the ability to remote monitor all network components and provide firmware and other updates as needed to maintain optimal network service.

b. Version of the Product – By the time of the contract award, HiCast Sports Network will have launched our newest version 4 product and platform update. This version includes state-of-the-art streaming capability, including DVR functionality while watching live. We will continue to enhance and update our product throughout the term of the contract.

c. County Requirements

Electricity Requirement – Each stadium will provide, at its expense, electricity (120-volt AC power) in close proximity to each field's backstop and agrees to use reasonable efforts to remedy any interruption in the furnishing of such utilities as it is required for our HiCast Sports Network to perform.

High-speed Internet Requirement – Each stadium shall furnish, at its expense, existing Internet connectivity for the HiCast Sports Network equipment located at each park. We will support your IT staff in the assessment and recommendation of suitable internet service from your current internet provider to successfully provide our video streaming services. **We require a minimum of 6 Mbps internet upload speed at each venue for our HiCast Sports Network to perform optimally.**

d. Recorded Video Availability – Our v. 4 product will provide immediate access to on-demand viewing of video for three months from date of game. After three months, video is moved to a more affordable, longer-term storage server in our cloud but remains accessible to users upon request for an additional 9 months, for a modest fee, to cover the cost of video retrieval.

**Streaming Video Services for Henrico County, VA
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6. PRICING AND COST PROPOSAL

HiCast Sports Network will make the investment to cover 100% of Upfront Equipment and Installation Fees required to provide video streaming services for two Henrico County stadium fields. HiCast Sports Network shall share a percentage of the net revenue earned from end user subscription (or pass) sales with Henrico County, after HiCast Sports Network has recouped all Upfront Equipment & Installation Expenses and Annual Network Service Fee noted in the HiCast Fees column in the table below.

Upfront Equipment & Installation Fees	HiCast Fees	Cost to County
Glen Allen Stadium at RF&P Park	\$5,000	\$0
Dorey Park Field #5	\$5,000	\$0
Annual Network Service Fees* (2 Venues)	\$1,000/year	\$0
Total Year 1	\$11,000	\$0
Total Years 2 - 5	\$1,000	\$0

Subscriber Pass Revenue Share:

HiCast will compensate Henrico County by paying, on a Pro Rata Usage basis, 15% of each User's Net Revenue (all calculations over same time period as the pass sold). Pass prices to be determined by HiCast Sports Network. We anticipate raising prices Spring 2022 to synchronize with the launch of our v. 4 product and platform upgrade. Current Pass prices are:

- 7-Day Pass for \$12.99. That pass auto cancels after the 7th day.
- Monthly Pass for \$12.99. That pass auto renews monthly, but can be cancelled at any time.
- Family Monthly Pass for \$19.99 for up to four family members. That pass auto renews monthly, but can be cancelled at any time.

"User" is an individual (or family if a family pass is purchased) that has an active, fixed length or monthly pass.

"Pro Rata Usage" is the fraction whereby the numerator is the amount of time (in minutes) a User spends viewing event and highlight video content captured through the Equipment and the denominator is the total time (in minutes) that the same User spends viewing event and highlight video content provided by HiCast (both over the same time period as the pass sold). By way of example only, if an individual User spends 100 minutes viewing event and highlight video content provided by HiCast and of that 100 minutes the User spends 80 minutes viewing event and highlight video content captured through the Equipment installed at the Venue, then the Pro Rata Usage for that User would be 80 divided by 100, or 80%.

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“Net Revenue” is the revenue received by HiCast from a User for fixed length or monthly passes, less any and all transaction fees, costs, and deductions associated with the sale and processing of these passes.

Promoter Revenue Share:

Each registered Partner (e.g., event organizer, league) will be given a unique URL to share with its network to promote HiCast’s services. HiCast will compensate Partner by paying an additional 10% of pass revenue generated through Partner’s unique URL.

7. EXCEPTIONS – The only exception is in reference to General Contact Terms and Conditions section R. Ownership of Deliverable and Related Products on page 7 of the RFP. We need to strike item 1. as HiCast Sports Network retains all copyright and ownership of our existing product and platform (software, hardware and network components) as well as video captured by our cameras. We retain the exclusive copyright to all data and content (including video) generated by our product and platform, and will provide a personal use license to our County Staff and end-users. Our Terms of Use agreement identifies the scope of rights we provide to venue staff and end users regarding use of our product.

HiCast Sports Network Terms of Use for reference:

https://static1.squarespace.com/static/54f28a89e4b03e3d11ef1623/t/5955785a37c5812a4d9c6fe5/1498773594966/HiCastSportsTermsOfUse_062317.pdf

8. ASSUMPTIONS – HiCast Sports Network equipment will be used to record events at the Venue(s) with the objective of making such recordings available to the public in accordance with policies established by HiCast. HiCast shall have the explicit right to record all events being played at the Venue(s). It is HiCast’s intent to capture recordings solely related to sanctioned events (including, but not limited to, games, practices, and other similar activities) and HiCast and Henrico County will work in good faith to determine the recording schedule. Henrico County agrees to promptly notify HiCast of any expected or unexpected change in activity at the Venue.

During the term of this Agreement, Henrico County agrees not to grant similar streaming rights provided under this Agreement to any third party that provides similar services to HiCast.

Henrico County shall not obstruct or remove the Equipment at any time during the term of this Agreement or interfere with its operation, or to authorize or suffer anyone else to do so. Upon the expiration or earlier termination of this Agreement, HiCast shall remove the Equipment promptly.

Henrico County assumes responsibility for disclosing, notifying and/or seeking any required permissions to event participants and attendees at the Venue(s) that events at the Venue(s) may be recorded, including both audio and video, and such recordings and content are owned by HiCast and may be made available to the public by HiCast via its services as outlined on HiCast’s website. Such disclosure can be made on entrance signs, program materials, other print materials, and/or via digital marketing and communications (e-mail blasts to leagues and event participants, social media, venue website, etc.) as the County deems appropriate.

Streaming Video Services for Henrico County, VA
Proposal for RFP #22-2290-2EMF – Submitted by HiCast Sports Network

Henrico County agrees to work with HiCast to actively market the HiCast service to players, patrons, tournament hosts, leagues, and other important contacts through its website, email, and social media. Partner will provide updated schedules and contact lists when requested by HiCast. We intend to work together as partners to promote our HiCast Sports Network service and grow our users and usage as much as possible.

Scope of Services

The Successful Offeror shall provide all labor, materials, equipment, and services necessary to provide services in accordance with the scope of work. The proposed solution shall meet the following minimum requirements.

A. General Requirements

The Successful Offeror shall be a company who can provide current-technology video capture, cloud based storage, and has provided automated streaming video services for a minimum of two (2) years.

The Successful Offeror shall provide the following:

1. Automated streaming and recording of events based on a schedule provided by the County. (This RFP does not require the Successful Offeror to provide in-person videographers for recording and audio is not required)
2. All equipment necessary to provide streaming and recording video services live and on demand.
3. Cloud based video storage
4. Maintenance of installed equipment and replacement of defective equipment.
5. Mobile and Web viewer capabilities
6. A free app download for Androids and iPhones for patrons to subscribe to in order to have access to videos.
7. Mobile-ready video replays, during and following games, for County staff and patrons to edit and share and create highlights live or on demand and accessible 24/7.
8. Marketing and promotional materials such as physical signage, co-branded digital graphics in a variety of formats for the County to share on the County website, emails blasts and social media.
9. Support for County staff and patrons to answer questions, resolve technical issues and help guide patrons.
10. Training for County staff if required by Successful Offeror.
11. All necessary permits necessary for installation of equipment.

B. Technical Requirements

The Successful Offeror shall meet the following minimum technical requirements.

1. Video capture shall include at least one (1) IP (Internet Protocol) camera installed at each of the following locations.

Glen Allen Stadium at RF&P Park
3400 Mountain Road
Glen Allen, VA 23060

Dorey Park Field #5
2999 Darbytown Road
Henrico, VA 23231

2. Cameras shall have the ability to capture 1080p video and provide lower resolution video files optimized for mobile delivery to patrons.
3. Provide cloud-based video storage of video files and serving of mobile-ready video files through a secure, flexible, cloud-based solution.

I. COUNTY RESPONSIBILITIES

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

The County shall provide the following:

1. Furnish suitable internet connectivity for camera and ancillary equipment located at each location.
2. Electricity required to operate cameras and ancillary equipment at each location.