



GotSoccer LLC
750 3rd St
Neptune Beach, Florida 32266

Tournament Management Software as a Service Agreement

This Tournament Management Software as a Service Agreement (hereinafter "Agreement"), is made this 14th day of November, 2018, by and between:

Wheaton Wings ("Club")
Attn: Toni Giovenco
Wheaton, IL

Wheaton Park District
Obq: Wheaton Wings ("club")
1777 Blenheim Rd.
Wheaton IL 60189
Attn Toni Giovenco
SS

and

GotSoccer, LLC ("GotSoccer")
Attn: Gavin Owen-Thomas
750 3rd Street
Neptune Beach, FL 32266

In consideration of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Software Services.

- 1.1 **Use of the Software.** During the term of this Agreement, GotSoccer will provide Club with a limited, non-exclusive, non-assignable right to online access and use of GotSoccer's Tournament Management Software Module ("Software") solely for Club's internal use, and subject to the terms of this Agreement. The Software will include the features described in Exhibit A.
- 1.2 **Restrictions on Use.** Club may allow its Users (meaning those individuals (ex: coaches) within your organization authorized by Club to use the Software) to use the Software for this purpose described above, and Club is responsible for its Users compliance with this Agreement. The Software will not be used by Club or by its Users for or on behalf of third parties that are not authorized to use the Software pursuant to this Agreement. Club shall not directly, indirectly, alone, or with a third party: (a) allow third parties to access or exploit the Software; (b) provide Software system passwords or other log-in information to any third party; (c) share non-public Software features or content with any third party; or (d) commercially exploit or access the Software in order to build a competitive product or service, or to copy any ideas, features, functions or graphics of the Software. In the event GotSoccer reasonably suspects any breach of the requirements of this Section 1.2, GotSoccer may suspend Club's access to the Software without advanced notice, in addition to such other remedies as GotSoccer may have.

2. Compensation.

- 2.1 **Software Service Fee.** In consideration of the access and use of the Software, Club will pay to GotSoccer the following fees (the "Software Service Fee"):



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- \$15.00 per accepted team per tournament.
- If a tournament is cancelled by Club, GotSoccer will match the percentage refund costs Club gives to participants (Example: Club charges \$500 per team for tournament, GotSoccer charges \$15 per team. If the tournament is cancelled and organization refunds 50% to participants, GotSoccer will only charge Club \$7.50 per team).
- Club agrees to pay a minimum of \$500 per year.

2.2 **Payment Terms.** GotSoccer will invoice Club monthly for each new team enrolled in a tournament during the preceding month. All sums due under this Agreement shall be paid by Club to GotSoccer within thirty (30) days following receipt of such invoice. If Club is delinquent in payment of any invoice, GotSoccer may, in addition to any other remedies it may have, suspend access to the Software and/or provision of all services to Club. Club agrees to pay interest on delinquent amounts at the rate of 1.5% per month (or, if lower, the maximum amount permitted by law).

2.3 **Taxes.** Software Service Fees are exclusive of all taxes, including any applicable sales, excise or use tax. If Club is tax exempt, Club must provide GotSoccer a valid and applicable tax exemption certificate acceptable to the applicable state taxing authority.

2.4 **Credit Card Payment Processing Fees.** The Software Service Fees are exclusive of any credit/debit/ACH fees charged by TransFirst, TSYS or any other merchant bank that processes your credit card payments, which fees are in addition to the Software Service Fees payable to GotSoccer, and paid at time of processing of such credit/debit/ACH transaction by your merchant bank.

2.5 **In-Kind.** In addition to the Software Service Fee, Club will permit GotSoccer to use the term "Official Software provider to (Club name)" or other similar language mutually agreed upon by the parties, and to use Club's logo for such purpose.

3. **Data Management and Security.**

3.1 **Use of Data.** In providing its Services, GotSoccer collects certain information from Club and its Users and customers, including names, addresses and other information required by Club for registration (the "Customer Data"). During the Term, Club grants to GotSoccer a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for purposes of the Club's use of the Software.

3.2 **Data Accuracy and Consent.** Club agrees to provide any notices and obtain any consents related to the collection, use, processing, transfer and disclosure of Customer Data. Club shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of Customer Data. GotSoccer will have no responsibility or liability for the accuracy of Customer Data uploaded to the Software by Club, Club's Users or Club's customers. If Club or Club's Users provide GotSoccer with Customer Data, Club warrants and represents that it has obtained consent from its customers to do so.



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- 3.3 **Privacy Policy.** The use of the Software by Club or any User pursuant to this Agreement shall be subject to any Software end user agreement, terms of use, and/or privacy policy applicable to www.gotsoccer.com or any other applicable website used to access the Software.
- 3.4 **User Names and Passwords.** Club shall designate one or more system administrators who shall be responsible for managing Club's account and User access, including adding and removing Users. Club is solely responsible for maintaining the confidentiality of all user names and password used to access the Software. Club is solely responsible for the actions of its Users. Club agrees to notify GotSoccer immediately of any unauthorized access or use of its usernames or passwords, or any other breach of security. GotSoccer has the right at any time to suspend access to the Software if GotSoccer believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software.
- 3.5 **Security.** GotSoccer shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer Data. Club recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Software, Club assumes such risks.

4. **Term and Termination.**

- 4.1 **Term.** The term of this Agreement will begin on the date of this Agreement and will remain in effect for 3 year(s), December 1st, 2021 (hereinafter the "Initial Term"). This Agreement may be extended prior to expiration of the Initial Term by the mutual written agreement of both parties (hereinafter the "Renewal Term").
- 4.2 **Termination.** Either party may terminate this Agreement on ten (10) calendar days written notice if the other party materially breaches any of its representations, warranties or obligations under this Agreement. Such notice will specify in detail the nature of the breach, and will be effective in 10 days, or more if specified in the notice, unless the other party first cures the breach. If this Agreement is terminated by Club without cause prior to the end of the Initial Term or any Renewal Term, Club agrees to pay GotSoccer a \$2000 early termination fee in addition to any fees due and owing for services pursuant to Section 3 of this Agreement.
- 4.3 **Effects of Termination.** Upon termination of this Agreement, Club will cease all use of the Software and delete, destroy, or return all copies of any documentation related to the Software in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Club to pay any Software Service Fees incurred before termination; (b) Section 5 (Software as a Service; Ownership of Software), Section 6 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability); (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

5. **Software as a Service; Ownership of Software.** Club acknowledges that this is a software as a service agreement and GotSoccer has no obligation to provide and will not ship copies of GotSoccer's Software as part of the services. It is understood and agreed that GotSoccer is the sole and exclusive



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owner of all right, title, and interest in its Software, including all copyright and proprietary rights relating thereto. The Software, online access to the Software, all copies of the Software, related contents, and all rights therein, are owned by GotSoccer and are protected by applicable copyright laws and international treaty provisions. All rights not expressly granted to Club in this Agreement are reserved to GotSoccer. Club agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party, sell, lease, license, sublicense, encumber, or reverse engineer the Software. Club may not use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as provided herein or otherwise expressly authorized by GotSoccer. Club agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Software.

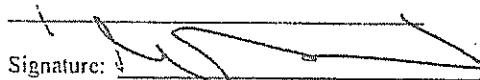
6. **Confidentiality.** Both parties understand and accept their obligation to protect and maintain the strictest confidentiality and discretion, any type of information, knowledge or data that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of its disclosure (hereinafter "Confidential Information"). Both parties agree to take all measures and precautions necessary for the protection of Confidential Information and protect it as its own. Both parties shall limit access to such Confidential Information strictly to people who need to know such information and that the party considers to be indispensable. Both parties agree not to disclose the others Confidential Information to any third party unless pursuant to the terms of this Agreement or with the prior written consent of the other party. Club agrees that it will not discuss its pricing structure with any other soccer organizations.
7. **Indemnification.** Club will defend, indemnify, and hold harmless GotSoccer and its officers, directors, shareholders, members, parents, subsidiaries, agents, successors, and assigns against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Club's alleged or actual use of, misuse of, or failure to use the Software, including without limitation: (a) claims by Users as well as by Club's own customers; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data, provided by Club or its Users and customers; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Software through Club's account, including without limitation Customer Data; and (d) claims that use of the Software through Club's account harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. Club's obligations set forth in this Article 7 includes payment of attorneys and payment of court costs, as well as settlement at Club's expense and payment of judgments.
8. **Limitation of Liability.** In no event will either party have any liability to the other party for any lost profits or revenues or for any consequential, incidental, indirect, special, or punitive damages, however caused, whether in contract, tort or under any other theory of liability, and whether the party has been advised of the possibility of such damages. The foregoing will not apply to the extent prohibited by applicable law. Furthermore, in no event will either party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Club hereunder in the twelve months preceding the incident giving rise to the liability. The foregoing limitations will not apply to Club's payment obligations pursuant to Section 2 or Club's indemnification obligations pursuant to Section 7 above.
9. **Warranty Disclaimers.** CLUB ACCEPTS THE SOFTWARE "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY,




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IN WITNESS WHEREOF, the parties acknowledge they have read and fully understand the terms of this Agreement, and assent thereto, and have executed this Agreement on the day and year first written above.

Wheaton Wings (CLUB):

Signature: 
Name: MICHAEL BENARD
Title: Executive Director
Date: ~~1/12/19~~ 1/14/19

GOTSOCCKER, LLC:



By: Scott Sobel

Date: 1/14/19

EXHIBIT A

Tournament Management Software Module:

GotSoccer will provide Club access to its Tournament Management Software Module, which includes the following features:

- Online Team Registration
- Tournament Scheduling
- Member Communication
- Financial Reporting
- Referee Assigning module
- Team Rankings for U11 and older for full sided-events
- Access to GotSoccer's Website Module and Builder
- Customizable online applications and payment processing
- Complete communication system – email, text, customizable web pages, remote scoring by phone or mobile devices, video scoreboards
- Customizable setup and wide-array of scheduling tools, including our Smart Scheduler
- Team roster management – automatically pull state official roster from 22 USYS states
- Access to our Referee Assigning module and game reports
- Industry best college showcase tools, from profiles to mobile schedules for college coaches
- Inclusion in GotSoccer Rankings for applicable ages and competition levels
- GotSoccer may from time to time revise Software features and functions to enhance the functionality of the Software.



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FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) GOTSOCCKER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) GOTSOCCKER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) GOTSOCCKER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

10. Miscellaneous.

- 10.1 Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
- 10.2 Governing Law.** This Agreement shall be governed by the laws of the State of Florida. The parties each hereby consent to the jurisdiction and venue of the Circuit Court of Duval County, Florida, or the U.S. District Court for the Middle District of Florida, Jacksonville Division, for any all claims arising out of or to enforce this Agreement. Each party agrees that any order or judgment entered by these courts may be domesticated and enforced in any necessary and appropriate jurisdiction.
- 10.3 Notices.** Notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail or (b) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth above.
- 10.4 Attorneys' Fees.** In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.
- 10.5 Entire Agreement.** This Agreement contains the entire understanding between the parties; supersedes all prior communications and understandings with respect thereto; and shall inure to the benefit of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties.
- 10.6 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- 10.7 Assignment & Successors.** Club may not assign this Agreement or any of its rights or obligations hereunder without GotSoccer's express written consent. This Agreement will be binding upon and inure to the benefit of the parties' respective successors.