



GotSoccer, LLC  
750 3<sup>rd</sup> Street  
Neptune Beach, Florida 32266

## **Tournament Management Software Agreement**

**This Service Agreement dated December 4, 2017**

**BETWEEN:**

*Wheaton Park District*  
Dbq: Wheaton Wings Soccer Club of 1777 S. Blanchard Road, Wheaton, IL 60189  
("Organization")

**AND**

GotSoccer, LLC of 750 3<sup>rd</sup> Street, Neptune Beach, FL 32266  
("GotSoccer")

**BACKGROUND:**

- A. Organization is of the opinion that GotSoccer has the necessary qualifications, experience and abilities to provide services in connections with the businesses of Organization.
- B. GotSoccer is agreeable to providing such services to Organization, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

**Engagement:**

During the Term of Agreement, Organization hereby agrees to **exclusively** engage GotSoccer to provide Organization with its Tournament Management software module. In addition, Organization and GotSoccer may agree upon other Services from time to time (the "Services"). Once agreed upon, those other Services will be described in writing and attached as an addendum to this Agreement.

**Term of Agreement**

The term of this Agreement will begin immediately and will cover one (1) subsequent year(s). This Agreement will be in effect until December 31, 2018. This contract may be extended prior to expiration by the mutual written agreement of both parties.

Organization will have all rights to data entered by its members; data may be exported into Excel or CSV file at any time.

**Performance**

Both parties agree to everything necessary to ensure that the terms of this Agreement take effect.



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### **Services**

GotSoccer will provide Organization with complete access to its integrated Tournament Management software module to include but not limited to the following:

- Online Team Registration
- Tournament Scheduling
- Member Communication
- Financial Reporting
- Referee Assigning
- Team Rankings for U11 and older for full sided-events
- Access to the Website building tools and templates.

### **Compensation / Value in Kind**

All integrated Tournament Management modules and Services will be provided to Organization by GotSoccer for \$15.00 per team per event. GotSoccer will only count teams who participate in the event. This excludes credit/debit/ACH services provided by TSYS/TransFirst or other third party fees and any applicable taxes.

Organization agrees to pay a minimum of \$500 per event.

Additionally, Organization will allow GotSoccer to use the term "Official Software provider to Organization" or other similar language and promote GotSoccer as the official software provider of Organization.

### **Taxes**

The above Compensation rates are exclusive of any applicable use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments or similar liabilities as a result of any service or deliverable provided pursuant to this Agreement that may be assessed by your state ("sales or use taxes"). In the event your state assesses such sales or use taxes, Organization will be solely responsible for, and agrees to pay, any and all such sales and use taxes, which are in addition to the Subscription Fees payable to GotSoccer. In the event Organization is tax exempt, Organization may provide GotSoccer with a valid and applicable tax exemption certificate acceptable to the state taxing authority.

### **Assignment**

The Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of GotSoccer. GotSoccer will not voluntarily or by operation of law assign or otherwise transfer the obligation incurred pursuant to the terms of this Agreement without the prior written consent of Organization.

### **Capacity/Independent Contractor**

It is expressly agreed that GotSoccer is acting as an independent contractor and not as an employee in providing the Service hereunder. GotSoccer and Organization acknowledge



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that this Agreement does not create a partnership or a joint venture between them.

#### **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.

#### **Non-Disclosure**

By signing this Agreement, Organization assures no representatives or agents of Organization will discuss the contracted pricing structure with any other soccer organizations.

#### **Time of the Essence**

Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **Indemnification**

Organization shall ~~fully~~ indemnify, hold harmless and defend GotSoccer and its directors, officers, employees, agents, stockholders and affiliates from and against all ~~allegations~~, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including ~~without limitation~~ attorneys' fees and costs) which arise out of, relate to or result from any act or ~~omission~~ of Organization. *negligent*

#### **Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings or agreements made by either party, whether oral or written.

#### **Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable with the invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

#### **Currency**

Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

#### **Payment Terms**

GotSoccer will generate an invoice once Organization publishes a final schedule for an event. Once the invoice is generated, Organization has 30 days to pay said invoice. Organization may pay by check or credit card. Checks are to be mailed to:



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**750 Third Street, Suite 3**  
**Neptune Beach, FL 32266**

Past due invoices will result in Organization's account to be set to "Bad Standing." Accounts in Bad Standing will have restricted access until the past due invoice is paid.

**Ownership of Organization Data**

GotSoccer collects certain information including names, addresses and other information required by Organization for registration (the "Customer Data"). GotSoccer shall retain ownership of Customer Data. Organization will have all rights to Customer Data entered into the System by its Users. Upon written request of Organization, GotSoccer shall provide Organization (within a commercially reasonable time) such Customer Data in an Excel or CSV format. GotSoccer may permanently erase Customer Data if Organization's account is delinquent, suspended, or terminated.

**Compliance with Laws**

In its use of the System, Organization will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

**Software as a Service; Ownership of Software**

Organization 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 owner of all right, title, and interest in its Software, including all copyright and proprietary rights relating thereto. Nothing in this Agreement confers Organization with any rights in GotSoccer's Software. The Software, online access to the System and 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 Organization in this Agreement are reserved to GotSoccer. Organization 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 System or Software. Organization may not use, copy, modify, or distribute the System or Software (electronically or otherwise), or any copy, adaptation, transcription or

merged portion thereof, except as provided herein or otherwise expressly authorized by GotSoccer

**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



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agrees that any order or judgment entered by these courts may be domesticated and enforced in any necessary and appropriate jurisdiction.

**Warranty Disclaimers**

ORGANIZATION ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, 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.

By signing below, both parties acknowledge they have read and fully understand the terms of this Agreement, and assent thereto.

Wheaton Wings Soccer Club

per

  
Michael J. Benard



GotSoccer, LLC

per

Dave Buchanan  
Dave Buchanan

By signing, Got Soccer  
accepts amendments  
to "Indemnification"  
Section initiated by