

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: **B2000803**PO Date: **08/01/19**

Delivery Date:

Supplier:SideArm Sports LLC
PO Box 943038
Kansas City MO 64184-0001**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

teresa.rhodes@sfasu.edu

Send Billing Invoice to:Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable**Ship to:**Athletics Fieldhouse
Fieldhouse
712 Hayter St
SFA Box 13010
Nacogdoches TX 75962**Terms: Net 30****FOB: Not Applicable****PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
1	EXEMPT POLICY - 17.1 - Direct Publication ---- In accordance with iContracts #723061 --- Contract Term: 08/01/2019 - 07/31/2026 ---- RE: B2000803 / R0069216 000P91596A WEBSITE/PAGE DESIGN AND/OR MGMT SERVICES Web Design and Build for Purple Lights Fund on SFAJACKS.com ---- This PO period: 08/01/2019 - 07/31/2020	1.00 SRV	2,500.0000	2,500.00

Purchaser: Teresa Rhodes

(936) 4684460

ADDITIONAL CHARGE:Vendor ID: **20386807**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:**CONTINUED**Blanket Order: **B2000803**

HUB Status:

Purchase Class: **Exempt - SFA Policy 17.1**

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

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Item	Description	Quantity	Unit Cost	Total Cost
2	000P20911D SOFTWARE - ANNUAL SUBSCRIPTION SIDEARM Software and Support Including unlimited platinum level support ---- This PO period: 08/01/2019 - 07/31/2020	1.00 YRS	6,000.0000	6,000.00
3	000P20911D SOFTWARE - ANNUAL SUBSCRIPTION SIDEARM Software and Support Including unlimited platinum level support ----	1.00 YRS	6,300.0000	6,300.00

Purchaser: Teresa Rhodes

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Item	Description	Quantity	Unit Cost	Total Cost
4	This PO period: 08/01/2020 - 07/31/2021 000P20911D SOFTWARE - ANNUAL SUBSCRIPTION SIDEARM Software and Support Including unlimited platinum level support ---- This PO period: 08/01/2021 - 07/31/2022	1.00 YRS	6,600.0000	6,600.00
5	000P91596A WEBSITE/PAGE DESIGN AND/OR MGMT SERVICES Web Redesign and Build for Purple Lights Fund on SFAJACKS.com	1.00 SRV	1,500.0000	1,500.00

Purchaser: Teresa Rhodes

(936) 4684460

ADDITIONAL CHARGE:Vendor ID: **20386807**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:**CONTINUED**Blanket Order: **B2000803**

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Item	Description	Quantity	Unit Cost	Total Cost
6	---- This PO period: 08/01/2022 - 07/31/2023 000P20911D SOFTWARE - ANNUAL SUBSCRIPTION SIDEARM Software and Support Including unlimited platinum level support ---- This PO period: 08/01/2022 - 07/31/2023	1.00 YRS	6,900.0000	6,900.00
7	000P20911D SOFTWARE - ANNUAL SUBSCRIPTION SIDEARM Software and Support	1.00 YRS	7,200.0000	7,200.00

Purchaser: Teresa Rhodes

(936) 4684460

ADDITIONAL CHARGE:Vendor ID: **20386807**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:**CONTINUED**Blanket Order: **B2000803**

HUB Status:

Purchase Class: **Exempt - SFA Policy 17.1**

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Nacogdoches TX 75962

Terms: Net 30
FOB: Not Applicable

**PURCHASE ORDER NO. MUST APPEAR ON ALL
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Item	Description	Quantity	Unit Cost	Total Cost
8	Including unlimited platinum level support ---- This PO period: 08/01/2023 - 07/31/2024 000P20911D SOFTWARE - ANNUAL SUBSCRIPTION SIDEARM Software and Support Including unlimited platinum level support ---- This PO period: 08/01/2024 - 07/31/2025	1.00 YRS	7,500.0000	7,500.00
9	000P20911D SOFTWARE - ANNUAL SUBSCRIPTION	1.00 YRS	7,800.0000	7,800.00

Purchaser: Teresa Rhodes (936) 4684460
Vendor ID: **20386807** Collegiate Licensed:
Req No: Employee/Employee Relationship:
Blanket Order: **B2000803**
HUB Status: Purchase Class: **Exempt - SFA Policy 17.1**

ADDITIONAL CHARGE:
DISCOUNT/TRADE-IN:
TOTAL: CONTINUED

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

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Item	Description	Quantity	Unit Cost	Total Cost
	SIDEARM Software and Support Including unlimited platinum level support ---- This PO period: 08/01/2025 - 07/31/2026			

Purchaser: Teresa Rhodes

(936) 4684460

ADDITIONAL CHARGE:**.00**Vendor ID: **20386807**

Collegiate Licensed:

DISCOUNT/TRADE-IN:**.00**

Req No:

Employee/Employee Relationship:

TOTAL:**52,300.00**Blanket Order: **B2000803**

HUB Status:

Purchase Class: **Exempt - SFA Policy 17.1**

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**PROPOSAL for (“CLIENT”)
Stephen F. Austin State University
Varsity Club Site**



SIDEARM Sports
Emily Greene
Sr. Business Development Executive
109 S Warren St
Syracuse, NY 13202
Office: 315-424-3000 ext. 403
www.sidearmsports.com
emily.greene@sidearmsports.com

Website Features -

All features listed under SIDEARM components are based on modules already developed by SIDEARM Sports ("SS").

Current Client List

<http://www.sidearmsports.com/our-clients/>

Customized Design

SS will work directly with CLIENT on the design of the athletic Website. Initially SS will create a prototype design for CLIENT based on an initial design consultation. **There are no additional charges for revisions to the prototype during the development of the website. However, once CLIENT approves the design no further changes can be made.**

Responsive Web Design

Responsive design is an approach to web page creation that makes use of flexible layouts, flexible images and cascading style sheet media queries. The goal of responsive design is to build web pages that detect the visitor's screen size and orientation and change the layout accordingly.

Social, Video, & Stat Components

Social Media Integration

Ability to push stories/results to Facebook, Twitter and G+.

Social Promotion

Scheduled events can automatically update on Twitter with event details.

Social Fan Engagement

Fans can interact and share content (i.e., photos, stories) across a variety of social networks.

Media Burst

In one interface send a short message via Facebook, Twitter and Email.

YouTube Integration

Integrate unlimited YouTube videos & playlists within stories or other areas of the site.

CLIENT INITIALS  _____

SIDEARM COMPONENTS

Stories

Clients can integrate stories with photos, videos, statistical data, and social sharing.

Schedules

Includes team logos/info, dynamic box scores, and ability for fans to sync to their devices.

Sports Files

Unlimited static pages within the Website (i.e., compliance, facilities). Ability to password protect.

Documents

Upload unlimited number of documents (i.e., PDF, Word, Excel)

Navigation

CLIENT has complete control over all navigational links throughout the site.

Images

CLIENT has the ability to upload and edit images (i.e., crop, resize, adjust)

Photo Gallery

Upload unlimited galleries with up to 100 photos per gallery.

Staff Directory

Upload and manage photos, bios, as well as the ability to categorize staff by sport.

Administrators

Ability to grant authenticated permission for specific areas of SIDEARM.

Event Calendar

Dynamically display upcoming games/events.

Advertising/Sponsorship

CLIENT will have the exclusive rights to all ad and sponsorship inventory associated with the site.

Splash Pages

Ability to create and upload unlimited scheduled promotions.

RSS Feeds

Allow fans to consume content (stories, schedules, rosters) from any RSS reader.

Press Clips/In The News

Highlight content from 3rd party sources (i.e., ESPN, USA Today).

Email Designer/Newsletter

Send out custom designed newsletters to fans, media, donors, athletes.

CLIENT INITIALS 

SIDEARM COMPONENTS (Continued)

URL Redirects

Ability to create custom short URL's for any page on the website.

Customer Relationship Management

Generate reports and engage with customers based on past activity.

Forms/Surveys/Questionnaires

Build and deploy a non-payment/sensitive form on the website. Export results to Excel.

Forms Which Accept Payment

SS can build custom payment forms (i.e., camps, golf outing, donations). Additional fees apply.

SIDEARM Support

Unlimited platinum level support is included in the annual fees. Reach SS via phone, email, or our ticketing system. Outside of hours below, SIDEARM sports has 24/7 critical support.

Academic year support hours are:

Academic year support hours are:

Normal Business Hours:

Monday – Friday 8am-6pm EST

After Hours Support:

Monday -Thursday 6pm-12am EST

Friday 6pm-1am EST

Saturday 10am-1am EST

Sunday 10pm-8pm EST

Non-academic year support hours are:

Normal Business Hours:

Monday – Friday 8am-6pm EST

After Hours Support:

Friday 6pm-1am EST

Saturday 10am-1am EST

Sunday 10am-8pm EST

Software upgrades are provided at no charge and administered between 5am-8am EST.

CLIENT INITIALS 

Project Timeline

Phase 1 Planning (3-5 Business Days)

- Provide SIDEARM Sports with guidance on layout, features and direction for new site design through timeline process
- Provide SIDEARM Sports with your logos/photos/ and any other design materials
- Choose a domain if you don't already have one secured

Phase 2 Conception & Integration (55-65 Business Days)

- Based on assets CLIENT supplies, SS will create an initial prototype
- SS collects feedback from CLIENT based on initial prototype and makes necessary revisions.
- CLIENT approves design (no changes may be made after this approval)
- SS begins work on creating customized graphic headers
- CLIENT & SS set launch date
- SS integrates approved design into SIDEARM Software
- SS begins work on creating customized graphic headers (if applicable)
- CLIENT will receive virtual training on SIDEARM Software

Phase 3 Content (20-30 Business Days)

- SS works with CLIENT'S current provider to receive and import any approved data export.
- Once trained, CLIENT adds content to the SIDEARM Software
- CLIENT informs SS when all content has been added

Phase 4 Launch (12-20 Business Days)

- SS completes final review of the site
- SS releases site to CLIENT to review prior to launch
- Launch of CLIENT'S new SS website based on agreed upon date
- SS setup Google analytics to gather website traffic information

Phase 5 Support (on-going)

- SS will address any technical or integration concerns expeditiously
- Ensure any critical issues are addressed immediately

CLIENT INITIALS 

April 6, 2020

Contract Terms

CLIENT receives 90% of Form Event Payment Gross Revenue
CLIENT receives 85% of Auction Gross Revenue

Compensation

One Time Design and Build	\$2,500.00
SIDEARM Software and Support (August 1, 2019 – July 31, 2020)	<u>\$6,000.00</u> \$8,500.00
SIDEARM Software and Support (August 1, 2020 – July 31, 2021)	<u>\$6,300.00</u> \$6,300.00
SIDEARM Software and Support (August 1, 2021 – June 31, 2022)	<u>\$6,600.00</u> \$6,600.00
Re-design and Build	\$1,500.00
SIDEARM Software and Support (August 1, 2022 – July 31, 2023)	<u>\$6,900.00</u> \$8,400.00
SIDEARM Software and Support (August 1, 2023 – July 31, 2024)	<u>\$7,200.00</u> \$7,200.00
SIDEARM Software and Support (August 1, 2024 – July 31, 2025)	<u>\$7,500.00</u> \$7,500.00
SIDEARM Software and Support (August 1, 2025 – July 31, 2026)	<u>\$7,800.00</u> \$7,800.00

Any modifications that CLIENT wishes to make may result in additional billable hours.

Pricing is valid for 60 days.

SS accepts checks, credit cards, purchase orders

CLIENT INITIALS 

April 6, 2020

Website Development & Hosting Services Terms & Conditions

1. GENERAL These terms and conditions, the attendant proposal for professional services ("Proposal"), and all documents incorporated by reference therein, are binding upon you ("Client") and Internet Consulting Services, Inc. d/b/a SIDEARM Sports ("SS", "we" or "us"), constitute the entire agreement between Client and SS regarding the website development and hosting and other services to be provided to you, and unless specifically indicated to the contrary in a writing signed by us, will override any contradictory terms and/or conditions shown on any requests for proposals, specifications, bid packages, purchase orders, contracts, etc.

2. SERVICES SS will provide the design, programming, hosting and other consulting services (the "Services") related to the development and maintenance of Client's athletic website (the "Client Site") throughout the Term in accordance with the specifications set forth in the Proposal. Client shall deliver to SS all text, pictures, sound, graphics, video and other materials ("Content") to be incorporated by SS into the Client Site.

3. FEE The fee for the Services is composed of a one-time site design and build fee, a SIDEARM software license fee, and such other fees as shall be set forth in the Proposal (collectively, the "Fee"). Any services requested by Client outside the scope of the Proposal will be billed separately in accordance with Section 4 hereof. Client may elect to pay the Fee annually, quarterly or monthly, in advance. In the event the Fee is overdue by more than 30 days, the overdue amount shall be subject to a late payment charge of 1.5% per month, or the maximum rate allowed by law, whichever is less. The Fee shall be paid in full each pay period, without reduction or set off of any kind.

3.1 Suspension of Service; Costs. Failure to pay the Fee within 30 days following the due date may result in suspension of Services. We reserve the right to charge a reconnection fee to re-establish connection after suspension due to non-payment. If Client fails to make any payment when due, in addition to all other sums payable hereunder, Client shall pay SS the reasonable costs and expenses incurred by SS in connection with any actions taken to enforce collection of such unpaid amounts and to protect our rights hereunder, whether by legal proceedings or otherwise, including without limitation reasonable attorneys' fees, court costs, and other expenses, to the extent permitted by the laws and the Constitution of the State of Texas.

3.2 Taxes. All Fees due hereunder shall be exclusive of federal, state, municipal or other government excise, sales, use, occupational or similar taxes existing as of the date of this Agreement or enacted in the future. Client shall pay any tax (excluding taxes on SS' net income) that SS may be required to collect or pay, now or at any time in the future, and that are imposed upon the sale or delivery of items or Services provided under this Agreement. The foregoing shall not be applicable if Client is a tax-exempt entity.

CLIENT INITIALS  7

April 6, 2020

4. ADDITIONAL SERVICES In the event Client requests any services beyond the Services set forth in the Proposal, then, absent an agreement to the contrary, following prior notification to Client, SS will bill Client for such services at the hourly rate (\$150 per hour, subject to change) then in effect. Additional services include, but are not limited to, any custom enhancements, additional programming, additional design, and custom upgrades. SS shall send Client an invoice for any additional services at the end of the calendar month in which such services were rendered, and Client shall pay each invoice within 30 days after receipt. During the Term, Client shall not engage any third party to provide additional services in the nature of software or applications with respect to the Client Site, without the prior written consent of SS, which shall not be unreasonably withheld. SS may be presented with advertising opportunities for CLIENT website. SS must then present CLIENT with opportunity and CLIENT may accept or reject advertising by notifying SS in writing.

5. WARRANTY; LIMITATION OF LIABILITY

5.1 Warranty. SS warrants that the Client Site will perform in accordance with these terms and conditions and the Proposal. As Client's sole and exclusive remedy, and SS' entire liability for any breach of the foregoing warranty, SS will, at its sole option and expense, promptly remedy any deficiency in the Client Site. The software will operate at least 99.7% of the time and will maintain sufficient bandwidth for the requirements of the site. SS will establish and maintain the requisite system elements to measure and monitor such uptime calculation. Without limiting the generality of the foregoing, the parties acknowledge and agree that SS may perform regular maintenance with respect to the software and the hosted platform between the hours of 3:00 a.m. and 7:00 a.m. EST, and that provided that any such downtime, outages or related issues will not count towards downtime pursuant to this section.

5.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, AND SS EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE CONTENT PROVIDED TO SS, AND SS DISCLAIMS LIABILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES OF THE CONTENT.

5.3 Carrier Lines. Client acknowledges that access to the Client Site is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, servers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond SS' control. SS assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at Client's risk and is subject to all applicable local, state, national, and international laws.

CLIENT INITIALS  8



April 6, 2020

5.4 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6. OWNERSHIP

6.1 Ownership of Content. As between SS and Client, any Content provided to SS by Client under this Agreement or otherwise, and all text, pictures, sound, graphics, video and other data provided by users of the Client Site ("User Content"), shall at all times remain the property of Client, and Client shall be solely responsible therefor. SS shall have no rights in such Content or User Content, other than the limited right to use thereof for the purposes expressly set forth in this Agreement. Client represents and warrants that, to the best of its knowledge, the Content does not violate any rights, including without limitation copyrights, of any third parties. Client shall also retain ownership of any domain names related to the Client Site.

6.2 Ownership of SS Intellectual Property. Except as set forth above, SS will retain all right, title and interest in and to (a) any software program, tools, specifications, ideas, concepts, know-how, processes, and techniques which SS has already developed or which SS independently develops, including the SIDEARM software, all modifications and updates thereto, and all intellectual property rights therein, and (b) all designs, development and other work product arising from or in connection with the Services, including without limitation the look-and-feel of the Client Site (collectively, the "SS Intellectual Property"). SS hereby grants Client a limited license to use the SS Intellectual Property during the Term solely in connection with the Client Site; all other uses are prohibited without the express written consent of SS. Nothing in this Agreement will be deemed to prohibit or limit SS' right to perform similar services for any other party during or after the Term.

6.3 Modifications; Derivative Works. Client shall not, and shall not permit others to, modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create or access the SS Intellectual Property, or to create any derivative works from the SS Intellectual Property, without SS' consent. Client shall not modify the SS Intellectual Property or combine the SS Intellectual Property with any other software or services not provided or approved by SS.

6.4 Traffic Assignment. Throughout the term, CLIENT agrees that site traffic (i.e., the amount of data sent and received by website/mobile visitors) shall be assigned to SIDEARM Sports for purposes of syndicated audience measurement reports, and CLIENT will reasonably cooperate with SIDEARM Sports to effectuate such purpose, including executing all necessary and/or required assignment documents prepared by companies that provide syndicated audience measurement services.

CLIENT INITIALS

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April 6, 2020

7. TERM AND TERMINATION

7.1 Term. Unless earlier terminated in accordance with this section, this Agreement shall commence on the year one starting date listed under the compensation section of this agreement and shall remain in effect through the ending date listed under the compensation section of this agreement. Thereafter, this Agreement shall automatically renew for successive terms of 1 year each, unless either party provides the other party with written notice of non-renewal not less than 90 days prior to the expiration date of the then current term.

7.2 Termination. This Agreement may be terminated by either party, upon giving written notice to the other party, if the other party breaches any material provision of this Agreement and fails to cure such breach within 30 days after receipt of written notice thereof specifying the breach.

7.3 Effect of Termination. Upon termination of this Agreement, all Services shall terminate, all Content shall revert to Client, the license to the SS Intellectual Property shall be revoked, and Client shall have no further access to the Client Site; provided, however, that all domain names shall continue to belong to Client.

7.4 Survival. Sections 5, 6, 7, 8 and 9 shall survive any termination or expiration of this Agreement.

8. SECURITY

8.1 Security Band. We have physical, electronic and managerial procedures to help safeguard, prevent unauthorized access to, and maintain data security of, your Content and the Client Site. However, we do not guarantee security. Neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes or fail to follow policies. If applicable law imposes any non-disclaimable duty, you agree that intentional misconduct will be the standards used to measure our compliance with that duty.

8.2 ADA. SIDEARM Sports makes reasonable efforts to ensure its CMS is compliant with Web Content Accessibility Guidelines (WCAG) 2.0 requirements. This includes designing sites to be as inclusive as possible, so SIDEARM Sports' partner schools have the opportunity to make all generated content accessible to their fans. In the event SIDEARM Sports does not meet the standards set forth by a school partner's interpretation of WCAG 2.0, SIDEARM Sports will work with the school and its staff to address any concerns. While SIDEARM Sports can provide the above assurances, it cannot control nor is it responsible for any content that is uploaded to its CMS. This includes, but is not limited to, textual content, photos, graphics, audio, or video files. It is the responsibility of each school partner, and specifically the users of SIDEARM Sports' system, to upload content that meets the above requirements. To the extent that the WCAG requirements apply to aspects of the site controlled by SS, SS shall be solely responsible for fulfilling those requirements.

9. GENERAL PROVISIONS

CLIENT INITIALS

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April 6, 2020

9.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflict of laws. Both parties agree to submit to venue in the State of Texas and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in Nacogdoches County, Texas.

9.2 Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

9.3 Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

9.4 Assignment and Subcontracting. Neither party may assign this Agreement without the other party's prior written consent; provided that the foregoing will not be deemed to restrict a party from assigning this Agreement, without the other party's consent: (a) to any affiliate; or (b) to any entity which acquires all or substantially all of the assigning party's assets or to any successor in a merger or acquisition involving the assigning party.

9.5 Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

9.6 Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified on the signature page of the Proposal or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile, upon confirmation of receipt; if sent by certified or registered mail, postage prepaid, 5 days after the date of mailing; or if sent by overnight carrier, 1 business day after the date of mailing.

9.7 Injunctive Relief. Either party shall be entitled to seek, in addition to such monetary relief as may be recoverable by law, such injunctive or other relief as may be necessary to restrain any threatened, continuing or further breach by the other party hereof, without showing or proving actual damage sustained by such party and without posting a bond.

9.8 SS Logo and Link. Client hereby agrees to display the SS name and logo, which links to the SS website homepage, in the footer of the Client Site throughout the Term (and after the Term, for so long as SS Intellectual Property is used or incorporated in the Client Site upon SS' express written consent).

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be executed and delivered by facsimile signatures.

9.10 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited

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to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

9.11 Tax Certification. If SS is a taxable entity as defined by Chapter 171, Texas Tax Code (“Chapter 171”), then SS certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that SS is exempt from the payment of those taxes, or that SS is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.


9.12 Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, SS certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that Client may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

9.13 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, SS agrees that any payments owing to SS under the Agreement may be applied directly toward any debt or delinquency that SS owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

9.14 Access to Public Information. SS is required to make any information created or exchanged with Client pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to Client. SS acknowledges that Client may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

9.15 Access by Individuals with Disabilities. SS represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to Client under the Agreement (“Electronic and Information Resources (EIR) Accessibility Warranty”; collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. Client may review, test, evaluate and monitor SS’s EIRs for compliance with the EIR Accessibility Warranty. SS agrees to cooperate fully and provide Client timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the Client’s right to contest SS’s assertion of compliance with the EIR Accessibility Warranty. To the extent SS becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then SS represents and warrants that it will, at no cost to Client, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event SS fails or is unable to do so, then Client may terminate the Agreement and SS will refund to Client all amounts Client has paid under the Agreement during the time SS was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.

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9.16 Loss of Funding. Performance by Client under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Stephen F. Austin State University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Client will issue written notice to SS and Client may terminate the Agreement without further duty or obligation hereunder. SS acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Client.

9.17 State Auditor's Office. SS understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. SS agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. SS will include this provision in all contracts with permitted subcontractors.

9.18 Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CLIENT (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON CLIENT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CLIENT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

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Signatures/Acceptance

By signing below, Client hereby accepts this Proposal for Professional Services, including the Terms and Conditions attendant thereto. The effective date of this Agreement will be the date of Client's signature indicated below. Both individuals signing this agreement represent that they have the full right, power and authority to sign on behalf of their respective organizations and have obtained the approval of their organizations to bind them to this Agreement.

Agreed to:
SIDEARM Sports ("SS")

By: Emily Greene
Authorized Signature

Name: Emily Greene

Agreed to:
Stephen F. Austin State University Varsity Club ("CLIENT")

By: [Signature]
Authorized Signature

Name: Ryan Vey

Title: Athletics Director

Date: 4/7/2020

Billing Contact:

Billing Address:



CLIENT INITIALS _____

