

SportsPilot Services Agreement

THIS SERVICE AGREEMENT is made by and between the above described Service Provider, herein referred to as “SportsPilot”, and the above described client herein referred to as “Client”.

SportsPilot desires to provide to Client and Client agrees to pay SportsPilot for certain Internet-based services under the terms and conditions set forth herein. Now therefore, SportsPilot and Client agree as follows:

I. Definitions

- A. **Services** shall refer to all SportsPilot Internet based sports web/software services including ISIS, SportsStandings.com, TournamentWizard.com, SportsLink, and SportsTech™ of which SportsPilot is the sole owner and developer (or has the authority to offer or license).
- B. **ISIS** (Interactive Sports Information System) shall refer to SportsPilot’s Internet based transaction processing, online registration, database management, financial reporting, and back-office system.
- C. **SportsStandings.com** shall refer to SportsPilot’s Internet based amateur sports scheduling, standings and posting system.
- D. **TournamentWizard.com** shall refer to SportsPilot’s Internet based amateur sports tournament management system.
- E. **SportsLink** shall refer to SportsPilot’s integrated web hosting system for sports organizations, clubs and teams.
- F. **SFM** (SportsTech Facilities Manager) shall refer to a subsystem of SportsTech which provides automated facilities management features allowing the client to schedule and promote the rental of Client owned or rented facilities.
- G. **STOS** (SportsTech Online Store) shall refer to a general purpose online retail store which allows the Client to offer and sell Client sports products such as T-shirts, baseball caps, and team web sites as well as offer for rent Client owned or controlled sports facilities.
- H. **SportsTech™** shall refer to SportsPilot’s next generation of Services which incorporates and integrates all of the features available in ISIS, SportsStandings, TournamentWizard, SportsLink, SFM, STOS and certain other planned SportsPilot subsystems designed to further automate Client sports management.
- I. **Free Services** shall refer to those services offered by SportsPilot which are offered to the general public at no cost as part of an on-going SportsPilot marketing program designed to capture new customer and Client data to include names, email addresses and other contact information. Free Services include but are not limited to SportsLink Starter web sites, SportsTech free web sites and SportsPilot Sponsored SportsStandings services.
- J. **Online Registration** shall refer to those registrations for Client events that are made over the Internet by the Client’s customer using ISIS.
- K. **Direct Registration** shall refer to those registrations for Client events that are made by the Client or Client’s representative, using ISIS, on behalf of the Client’s customer.
- L. **Registration Fee** shall refer to funds charged by Client to its registrants.
- M. **Transaction Fee** shall refer to fees charged by SportsPilot to Client as compensation for SportsPilot’s services.
- N. **Convenience Fee** shall refer to a service charge added to Client’s normal registration prices during online registration and paid to SportsPilot in lieu (or instead) of transaction fees. Convenience fees, if applied, are displayed to Client’s customers as an additional charge.
- O. **Credit Card Processing Fees** shall refer to fees charged by banks, credit card processors, or other third parties for processing of transactions.
- P. **Individual Registration** shall refer to registrations whereby an individual is registered for a single, all-inclusive registration fee.

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- Q. **Team Registration** shall refer to registrations whereby an entire team is registered for a single, all-inclusive fee.
- R. **Web site** shall refer to an Internet-based information service accessible through a URL (Uniform Record Locator) as commonly understood by the general public
- S. **Hosting** shall refer to the provision of Internet-based computer software services needed to support and maintain a Web site.
- T. **Merchant Account** shall refer to an account established by the Client with a third party credit card processor and Authorize.Net, allowing SportsPilot to accept and process credit card transactions via SportsPilot hosted web sites on the Clients behalf.
- U. **Service Suspension** shall refer to any **Services** for which SportsPilot has removed Client and Customer user account access, prohibiting the use and or modification to Client data.
- V. **Customer** shall refer to Client's customers who register for Client sports leagues and tournaments via Online Registration or who are registered by Client via Direct Registration.
- W. **Security Policy** shall refer to a Client established written policy under which Client implements the secure maintenance of Client user account data including but not limited to account user names and passwords. In general, the Client Security Policy is designed to minimize the risk associated with unauthorized access to Client data by prior Client employees or other users who no longer work for or are affiliated with the Client

II. Scope of Services

During the term of this Agreement, SportsPilot shall make the following services available to Client and Client's customers and shall charge Client for the actual use of such services as described in Section III Fees and Payments herein:

- A. **Initialize and maintain an ISIS-based Client database(s)** on SportsPilot's computer systems, which will contain data input by Client and Client's customers. Initialization shall include but not be limited to: setting up initial Client account, login and passwords for Client to gain administrative access to the systems, maintain ISIS-based registration pages and data management mechanisms for use by Client and client customers, maintain an ISIS-based Direct Registration system for use by Client in processing customer registrations for Client events and maintain an ISIS-based system for Client to selection, viewing and printing of a wide variety of reports to include financial transaction and account summaries, team rosters, sports event participation, mailing labels, and other administrative reports.
- B. **Initialize and maintain a Merchant Account or Reseller Account Database** with Services connection providing for the secure conduct of online credit card and check transactions.
- C. **Conduct initial Client training** via Internet based means and phone support during normal business hours (8AM-5PM Monday-Friday excluding Federal Holidays). Training may be conducted outside of normal business hours upon mutual agreement between SportsPilot and Client.
- D. **Maintain a trained staff** capable of rendering the services set forth in this Agreement.
- E. **Use commercial-level procedures and standards** in maintaining security and protection of Client and Customer data.

III. Client Promotion of Online Registration

Client agrees to publicize and promote the availability of online registration for those Client leagues, tournaments and/or programs for which online registration is offered. At a minimum, Client shall promote online registration enabled programs using the following techniques:

- A. Include a web hyperlink with either the words or a graphic containing the words "Online Registration" or "Click Here to Register Online" or "Online Registration Now Open, Click Here", or

other similar terms which serve to inform the customer that they can begin the registration process by clicking on a clearly marked web hyperlink. The Client shall make best efforts to place registration link or variations of the link on the Clients web site pages that have the highest level of traffic such as the home page or registration page. In general, the best Client registration results are achieved by Client sites that simplify the process of finding the registration system.

B. Client shall make best efforts to include online registration ads or references to the availability of online registration on all Client forms, flyers or other printed program marketing material which may be produced after the signing of this agreement and refer to sports programs for which the Client has decided to offer online registration. These markings should always specify the web site URL where the customer can begin online registration.

IV. Service Level Agreement (SLA)

SportsPilot agrees to provide high levels of system reliability, availability and security as outlined below:

A. **Availability Guarantee** – SportsPilot offers a 99.0% uptime guarantee on all registration system related services to include both Online and Direct forms of registration. Client or Client customer generated outages created by Client failed equipment, Internet service, hardware/software configuration, browser incompatibilities or other Client related issues are not covered under this Guarantee. Failure of SportsPilot to meet this level of availability will result in Service Credits as outlined in heading E of this section.

B. **Database Backup Guarantee** – SportsPilot shall at a minimum maintain an automated registration database backup system for Client which performs backups to the following schedule:

- Backups shall be performed every four hours and will be maintained for 48 hours.
- Daily backups shall be performed once per day and maintained for 7 days.
- Weekly backups shall be performed once per week and maintained for 4 weeks.

C. **Client Database Backup Access or Restore Requests** - In general, backup databases shall be maintained for the sole purpose of securing Client against data loss due to SportsPilot hardware failures, software failures, viruses or other system failures. However, in the event that Client requests restoration or recovery of Client data from prior backups maintained as described in heading B above or if Client requests any other custom databases changes, SportsPilot will service this special database restoration or modification request to the best of its ability and the Client shall pay in advance for servicing said request on a time and material basis. SportsPilot reserves the right to reject any custom database modification request that may require excessive time or be deemed to be infeasible or possibly damaging to Client data,

D. **Online Database Backup Guarantee** – SportsPilot shall provide online, read-only access to Client's live registration database 24 hours per day via secure Internet access from the Client's facilities. Client shall provide a single IP address originating from the Client's facilities for purposes of providing secure access to Client databases. Client shall provide SportsPilot notification in writing of Client's facility IP address to be used for database access. Upon receipt of written notification (and no later than 7 business days), SportsPilot shall establish a secure connection to its database facilities for the Client provided IP address and shall provide a Client unique user name and password allowing secure, read-only access to Client databases.

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E. **Service Credits** – service credits are available for services contracted for, but not delivered as follows.

Monthly Down Time	Service Credit per Month
10 hours or less	0%
10-36 hours	10%
36-48 hours	20%
48-72 hours	30%
72-96 hours	50%
> 96 hours	100%

In no case shall service credits exceed monthly service fees.

V. Proprietary Rights & Use of Services

SportsPilot, ISIS, SportsStandings.com, and TournamentWizard.com names, titles, brands, products, software, and services are the proprietary, copyrighted property of SportsPilot, Inc.

- A. SportsPilot retains all copyright, trade secret, trade name, trademark and other property rights related to the Services and other software produced by SportsPilot contained within or used by the Services. Any rights not expressly granted herein are retained by SportsPilot.
- B. Client understands that all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”), whether publicly posted or privately transmitted, are the sole responsibility of the persons from whom such Content originated. For this reason, SportsPilot is not responsible for any Content uploads, posts, emails, originated from any entity other than SportsPilot. As to such Content not originated by SportsPilot, SportsPilot does not control such Content and does not guarantee the accuracy, integrity, or quality of such Content.
- C. SportsPilot’s Terms of Service and Privacy statement must be accepted by or on behalf of the Client’s Customers prior to completion of registration transactions.
- D. Client agrees that Client must evaluate, and bear all risk associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, Client acknowledges that Client may not rely on any Content created by SportsPilot or submitted to SportsPilot, including, without limitation, information in SportsPilot message boards, SportsPilot clubs, and in all other parts of the Service provided by SportsPilot.
- E. Client and SportsPilot agree that information, (i) exchanged between the two parties; (ii) contained in this agreement; (iii) collected through Client or Client’s customers’ use of the Service, is confidential in nature, shall be treated as such and that each party shall provide reasonable business protection from disclosure of the information unless such information can be shown to have been previously disclosed to a third party without such a restriction on its disclosure.
- F. As part of a continuing service enhancement and bug repair program, SportsPilot reserves the right at any time and from time to time to modify its software (or any part thereof) with or without notice to Client. In general, SportsPilot shall use best efforts to notify Client of impending changes via email at least 24 hours prior to bug fixes or other small changes. However, Client shall be notified via email at least 48 hours prior to release of major enhancements which may or may not affect service interfaces and functionality. Client agrees that SportsPilot shall not be liable to Client or to any third party for any modification of its software (or any part thereof) except as provided for in Section V of this Agreement.

VI. Limited Warranty: Indemnification

A. **Limited Warranty** - SportsPilot warrants that (a) the service will perform substantially in accordance with the Agreement during the term of the Agreement, and (b) SportsPilot engineers will make commercially reasonable efforts to solve non-compliance problems. To the extent allowed by applicable law, implied warranties on the service, if any, are limited to the duration of the Agreement and to un-modified renewals of the Agreement. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to Client. However, SportsPilot makes no warranty that the SportsPilot services will be uninterrupted, secure or error free. However, SportsPilot will make best efforts to provide an uninterrupted, secure and error free environment and provides remedies for possible service interruptions as outlined below.

B. SportsPilot does not guarantee the accuracy or completeness of any information in, or provided in connection with, the SportsPilot services. SportsPilot is not responsible for any errors or omissions, or for the results obtained from the use of such information. Client understands and agrees that any material and/or data input, downloaded or otherwise obtained through the use of the SportsPilot service by Client or Client's Customers is at the Client's discretion and risk and that Client will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

C. **Client Service User Accounts and Passwords** – Client understands that all Service User Accounts which are created by Client, or SportsPilot during initial services setup, are accessible via any Browser or software application connected to the Internet using one or more Client user account name/password combinations and must therefore be treated as Client secret data. Client agrees to establish and implement a Security Policy (see definition) whereby a client designated administrator shall be responsible to modify and/or delete a service users (Client employees, volunteers or users) account name/password to prohibit former users from creating, accessing, modifying or deleting Client data. In no event shall SportsPilot bear any responsibility for Clients creation, maintenance and securing of service user account name and password information.

D. **Client Remedies** – SportsPilot's and its suppliers entire liability for your exclusive remedy shall be, at Client's option, either (a) correction of non-compliance of the service when SportsPilot has been made aware of the non-compliance in writing (acceptable forms of writing include email). If the issue is logged and accepted by SportsPilot by phone or in other non-written formats, then the requirement to log the issue in writing is waived, (b) termination of the service without penalty or continuing cost to you, or (c) service credits as outlined in Section V.

E. **No other warranties** – To the maximum extent permitted by applicable law, SportsPilot and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the service, and the provision of or failure to provide support services. This limited warranty gives Client specific legal rights. Client may have others, which vary from state/jurisdiction to state/jurisdiction.

F. **Limitation of liability** – To the maximum extent permitted by applicable law, in no event shall SportsPilot or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the service or the failure to provide support services, even if SportsPilot has been advised of the possibility of such damages. In any case, SportsPilot's entire liability under any provision of this agreement shall be limited to the amount actually paid by the Client for the Service.

VII. Registration Data Rights

A. **Registration Data Ownership**– All Customer registration data captured by SportsPilot's ISIS service for Client shall be owned by Client.

B. **SportsPilot Data Rights** - SportsPilot shall not own Customer data but shall have limited rights to Customer data for the sole purpose of providing ISIS services support.

VIII. Agreement Term, Renewal, Suspension and Termination

- A. **Term of this agreement:** The initial term of this agreement shall commence upon execution and shall continue for a period of **12 months** from date of commencement, unless terminated as provided herein. Thereafter, the agreement shall automatically renew for successive periods of **12 months**, unless terminated as provided herein.
- B. **Account Suspension** – In the event that Client fails to pay fees outlined in Section **Error! Reference source not found.** on a timely basis, SportsPilot reserves the right to suspend Client's account from use by Client and Client customers.
- C. **Default and Termination:** Either party may, at its option, terminate this agreement at any time if the other party defaults in the performance of a material obligation hereunder and if such default has not been corrected (to the extent that it can be corrected) within 90 days after receipt of written notice describing such default.
- D. **Insolvency:** If either party (i) becomes the subject of any voluntary or involuntary bankruptcy or other insolvency proceedings, or (ii) ceases to be actively engaged in business or becomes financially incapable of fulfilling its obligations under this Agreement, the other party may, at its option, terminate this agreement.
- E. **Termination without cause:** In any event, this Agreement may be terminated by either party with ninety (90) days prior written notice.

IX. General

- A. This Agreement constitutes the entire agreement between SportsPilot and the Client, and cannot be amended, modified or waived without written authorization from SportsPilot and Client.
- B. This Agreement shall be construed under the laws of the State of Texas. Client and SportsPilot agree to submit to the personal exclusive jurisdiction of the courts located within the County of Dallas, Texas.
- C. No employee, agent, or representative of SportsPilot has the authority to bind SportsPilot to any oral representation, promise, or assistance in connection with the other party pursuant to this Agreement. SportsPilot accepts no responsibility for such statement or assistance.
- D. The provisions of this agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable by both parties.
- E. Notwithstanding any other provision in the Agreement, no default, delay, or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with such default.
- F. Any rights and obligations arising under this Agreement may be assigned by either party upon written notification to the other party.