

P.O.# E 1400006



PROPOSAL for
University of Louisiana Lafayette
Athletic Web Site Renewal

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PROPOSAL FOR Professional SERVICES

WEBSITE FEATURES

All content management items described under website Features and SIDEARM Content Management below are based on modules already developed by SIDEARM Sports ("SS"). Any modifications that University of Louisiana Lafayette ("CLIENT") wishes to make may result in additional billable hours. See "Terms and Conditions" Section 4 (Additional Services) for more information.

WEB RE-DESIGN

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 the initial ideas CLIENT has for the site layout. The design will illustrate color, imagery, navigation and textual placement to match the mission of CLIENT. After receiving feedback, SS will further develop the prototype into a final design (there are no additional charges for revisions to the prototype during the development of the website).

Customized Static Headers

SS will create one customized static header for up to 20 index pages of the CLIENT. These headers can include athletes, facilities, coaches or any other information supplied to SS by CLIENT. SS will also create (3) additional static headers to be used on the athletic homepage. These static headers will use aspects of many sports to represent the entire athletic program. Changes to photographic elements of headers after launch are not included in the annual fee.

SIDEARM COMPONENTS

Story Management

CLIENT can post stories that appear on as many sport index pages they would like (all with the same or different rankings of importance on the index page). SIDEARM also automatically adjusts the ranking of previous stories posted on the index pages and automatically stores stories into a fully-searchable archive.

Social Media Integration

Twitter Integration

Associate multiple Twitter accounts with your SIDEARM site. Once logged in, site administrators can update status directly from SIDEARM, as well as post updates while adding a story, updating a score, or posting a photo gallery.

Facebook Integration

Associate a Facebook user or fan page with content from your SIDEARM site. Once logged in and appropriate permissions provided, site administrators can update status directly from SIDEARM, as well as when adding a story, updating a score, or posting a photo gallery. Administrators can also add/edit Facebook events from within SIDEARM, either individually or by batch from the schedules. Scheduled events are automatically updated on Facebook with time/location/opponent changes when those changes are made to the schedule.

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Social Network Story Commenting

Administrators can allow site visitors to comment on stories using the Facebook API with our software or with additional options administrators can have complete control over every comment (including full moderation if desired).

Site User Social Network Sharing

Administrators can allow for Facebook likes, Twitter sharing, and Google +1. These options allow fans to interact and share your content across a variety of Social networks.

Schedule Management

This feature allows CLIENT to manage schedules. Past schedules are automatically archived. Every game can have results, a pre-game story, post-game story, links to opponent website, media coverage (including live stats, and streaming), game files (i.e., game notes)

Scoreboard/Calendar

The scoreboard component can be used on the homepage and will automatically rotate through the most recent scores.

The calendar component will allow website users to browse both forward and backward through days/months to see when CLIENT events are being held. Future events will display the event time, while completed events will display the results.

Mobile Updating/In-Progress Scoring

SIDEARM schedules include an "In Progress" status, which allows CLIENT to update scores as each game progresses (either from your phone's Web Browser or from the backend of your site). CLIENT will have an area on the Homepage of their site that would highlight these "In Progress" scores

CLIENT will have access to the "mobile admin" suite which allows CLIENT to update scores on the Website, send SMS messages and update Facebook and Twitter accounts from your cell phone web browser. This valuable tool can help site administrators who have limited Internet access. This tool is also accessible from any computer.

Adaptive Web Design

SIDEARM designs/programs the site so it adapts to a user's device (mobile tablet, laptop, desktop). *Must opt into the terms on the back end of the site.*

Press Clips

This will allow CLIENT to have highlighted links to outside sources (i.e., newspapers, blogs, magazines, etc.)

Google Search

Can be used to allow users to do a full text search on all documents within your Website. (including PDFS and Word docs).

Roster Management

This feature allows client to manage rosters. Past rosters are automatically archived. Administrators can designate which categories they would like to have for each roster (name, position, year, ht, wt,

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etc.). CLIENT also has the ability to add student-athlete biographies with photos. In addition, there is an "Upgrade" feature that allows CLIENT to transition a roster from the previous year to the current year

Sports Files Management

CLIENT can add, edit, delete, files from the Web site that are not headlines (i.e., mission statement, athletic training, directions, kids club, student-athlete handbook, facilities, compliance, summer camps, tournaments, etc.).

Password Protection

Allows CLIENT to protect unlimited number of sport files on their site allowing only specific groups access with unique or shared usernames and passwords.

PDF/Document Management

Anytime a document is uploaded to the system (PDF, Word, Excel, PowerPoint) it becomes part of the document database.

Game and Cumulative Statistics

CLIENT can add game and cumulative statistical files (.htm or .html file outputs from StatCrew, Dakstats, CyberSports, etc.) directly into SIDEARM.

StatCrew XML Statistics Interface

CLIENT can upload XML game file from StatCrew via schedule component and upload will:

1. Post the score of the event automatically into SIDEARM
2. Create a box score and updated full-detailed cumulative statistics
3. Create automatic links to the student-athlete's bios within box score and cumulative statistical reports
4. Sortable box scores and cumulative statistics by category
5. Provide career statistics for student-athletes which can be integrated with their bios

Navigation

CLIENT has complete control over all navigational links throughout the site. Administrators can create, edit or change the order of navigational links throughout the site.

Category Sidebar Links – This allows each sport to have sub/secondary navigation links. Examples are (roster, schedule, archives, stats, camp, etc.)

Staff Directory

CLIENT can add, edit, or delete staff members from the Web site. In addition, staff can be ranked and categorized by department (i.e., women's basketball, marketing, sports information, etc.).

Manage Administrators

CLIENT administrators will be able to add, edit, or delete additional administrators for the Web site. Each administrator can be assigned a specific username & password and can be given permission to specific functions of SIDEARM



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Image Database

Administrators can upload any number of images into the SIDEARM system. In addition, SIDEARM gives administrators the ability to crop the image and will dynamically provide all images uploaded to the system for whatever part of the site you want to use the photo (i.e., stories, rosters, headshots, live stats, etc.). Additionally, administrators can change the brightness and contrast, as well as control other properties of the images.

In addition, administrators can classify the photo into specific sports, as well as a photo category which the administrator creates (i.e., headshots, action shot, logos, general, etc.). Administrators can use this classification when they are adding a new story and want to use a pre-existing image.

Photo Gallery

CLIENT will have the ability to add, edit, or remove photo galleries from the system. Each photo gallery can have up to 100 photos and each photo can have an associated caption. Additionally, CLIENT can elect the option to sell images via SS partnership with fulfillment by EZ Prints. There is no fee associated with the setup of this photo sales service and no yearly fees. Client receives 60% of all sales.

Video Gallery

CLIENT will have the ability to add up to 5GB of videos files to their site. Videos are automatically transcoded to Flash formatted videos. Each video clip can be up to 10 minutes in length and must be created at a bit rate under 600Kbps. CLIENT also has ability to display videos of up to 5 minutes in length on the main index and/or sports index pages. *(Additional index video clip storage may be purchased or CLIENT can elect to setup a video channel through SS' partnership with Google/YouTube outlined on page 9 of this agreement).*

Mobile Videos

In addition to the 5GB of video storage you get with SIDEARM, SS will use their transcoder to dynamically encode your videos into an optimized mobile format. Fans which use your site's mobile version will have access to news, schedules, rosters, photos, and now videos.

Text Messages (SMS Alerts)

An automated component which users can sign up for (based on sports) in which they receive a text message (on their phone or PDA device) with the final score of each game. In addition, CLIENT can send a text message during a game (i.e., after each quarter). This feature is included under current wireless provider regulations, if these regulations change, this may incur additional costs to abide by the amended regulations.

E-News/Newsletter

Users can sign up for the E-News by supplying their name and email address. CLIENT can have users sign up for specific sports/areas which they classify and will be able to send out a blast HTML formatted E-News message at any time. CLIENT can choose to include stories they want in the E-news or just simply send a message. In addition, CLIENT can manage other lists internally and have the ability to import/export subscriber lists. CLIENT will have the ability to receive immediate reports on messages sent, such as when the recipient read the message and what links were clicked on within each message.



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Student-Athlete Awards

CLIENT can add student-athlete awards into the site such as Student-Athlete of the Week, Student-Athlete of the Month, Scholar-Athlete of the Month, etc.

Factlets

Allows CLIENT to post facts about the athletic program such as "Did You Know", "This Day in CLIENT History" and "Question and Answer" items. This feature can be dynamically turned on or off at specific periods of time.

Hall of Fame

CLIENT can add and edit members of its athletic hall of fame. Administrators can add headshots and selection/biographical information of hall of fame members and can classify members by sport and year.

Poll Management

CLIENT can setup polls by entering in a question, category, and the answers. If a particular sport category does not have a poll it will automatically show the main poll. Users can then vote on the poll and instantly be presented with the overall poll statistics (either percentages or numbers). In addition, polls will be archived so users can view previous results.

Forms/Surveys/Questionnaires

CLIENT can build its own forms, surveys, prospective student-athlete questionnaires using the SIDEARM forms/surveys component. This allows CLIENT to create its own questions (text box, check box, radio button, etc.) and tailor each form/survey to the specific needs of each sport and/or the athletic department (i.e., sports information, marketing, athletic training, etc.). Once the form is completed online, it's distributed to the designated recipients via email. Results can also be viewed online or can also be downloaded into an excel document for importing into existing databases.

These forms may not ask for sensitive information such as credit card information, social security numbers, insurance information, etc. SS offers payment forms that can process payments, consult with your SS sales representative to provide a quote for a payment form.

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Ad/Promotion Management

CLIENT can add, edit, or delete advertisements based on pre-defined locations on the Web site. Administrators have the ability to upload a new image attach it to a particular index page and put in a start-date and end-date. CLIENT keeps 100% of the revenue of advertising they generate. SS must notify CLIENT of any advertising opportunities presented to SS and CLIENT maintains the right to object to any such advertising. CLIENT must notify SS in writing via email with any objections to such advertising. CLIENT and SS will mutually agree on revenue share once approval is given by CLIENT.

Splash Pages/Drop Down Ads

CLIENT can add, edit, or delete splash page/drop-down advertisements on their Website. Client can create and upload advertisement/promotional graphics they have created.

RSS Feeds – This component can be used to supply end users or a conference with story RSS feeds by sport. RSS (Really Simple Syndication) is an XML format for distributing and aggregating Web content. Using RSS, your website can create and disseminate feeds that include news links, headlines, summaries, and links back to your website to read the full story.

QR Code Generator

A QR Code is a special barcode that can be scanned with a smart camera phone and can contain a link to a website, a video, or provide custom information. While QR Code as a standard have been around since 1994, only recently with the wide spread use of smart phones and their ability to scan and retrieve information from the QR Code has it been used for marketing and advertising.

QR Code buttons are available in stories, sport files, schedules, rosters, players and documents areas. Clicking on these buttons will quickly bring up an image of a QR Code which you can right-click and save or simply drag it to your desktop.

Examples of using QR Codes with your athletic program:

Include in any promotional materials which when scanned will point a fan/parent/alumni/donor to a YouTube video or a donation form.

Add a QR Code to your rosters or schedule cards pointing to a pre-game story, Twitter/Facebook page, or LiveStats

Print ads for your advertisers at your games with direct link to their site, product or coupon.

Customer Relationship Management

Ready to launch an organized, targeted and efficient campaign, with focused efforts directed at the correct portions of your fan base. SIDEARM CRM features real-time reports on revenue streams (i.e. All-Access, Storefront, Auction, Payment Forms, Photo Sales, etc.), newsletter and SMS subscribers, and more!

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Analyze

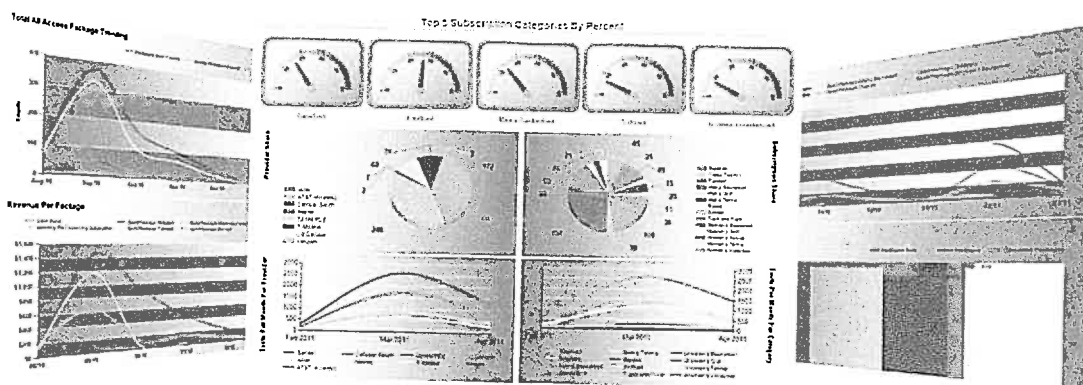
Use SIDEARM CRM's intuitive interface to quickly identify your fan base

Target

Direct your marketing efforts towards the groups of your fan base that will be most likely to act

Deliver

Instantly deliver your message or promotion via the SIDEARM CRM Customer Connection Engine.



Support of SIDEARM

All support for existing SIDEARM components is included in the annual fees. SIDEARM provides unlimited support for all items as it pertains to the CLIENT website.

- Phone: 315-443-1872
- Email: support@sidearmsports.com
- Built in ticketing management system (managed by CLIENT)

Support is available via phone at the hours defined below. Support is available via the ticketing system or email. Response to standard support tickets is 20 minutes or less, CLIENT may deem a support tickets as critical and response time is 5 minutes or less. Critical tickets submitted via the ticket system are addressed on a 24x7 basis. Phone support hours are as follows:

Monday – Thursday	8am-10pm EST
Friday	8am-1am EST
Saturday	11am-1am EST
Sunday	12 pm-5pm EST

Nightly software upgrades are provided at no charge and administered between 3-6 am EST.

Customizations requested by Client that are outside the scope of the software functionality shall be billed at \$120 per hour.



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Additional Benefits if your Conference has a sites powered by SIDEARM

- Member schools can import and edit stories from conference site directly into their site to allow for expanded coverage of athletes earning awards/honors.
- Ability to display conference standings on member school pages.
- If conference chooses, score updates can occur on conference site as scores are updated on member school sites powered by SIDEARM.
- Conference can import and edit stories from member school sites eliminating double-posting to the member schools sites and the conference site. Eliminating exchange methods such emailing or faxing stories to the conference.
- Schools or conferences no longer need to double-enter schedules into two systems as conference can pull in schedules from its member school sites.

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OPTIONAL FEATURES

Additional Customized Static Headers

SS will create additional customized static headers for index pages of the CLIENT. Changes to photographic elements of headers after launch are not included in the annual fee.

Blogging

SS partners with Google's Blogspot.com to build a blogging solution which will allow CLIENT to create blogs for their athletic program. SS customizes the blog design to reflect the general look of the SS-designed site. CLIENT will have complete administrative control over the blog. \$250 per blog.

YouTube Channel

In its partnership with Google/YouTube, SS will setup a YouTube Channel which will allow CLIENT to upload an unlimited number of videos and embed any of these videos directly within their website.

Podcasts

SS will setup a system to allow CLIENT to have 2GB of MP3, MP4 audio and video storage and an automated system for publishing files and housing them on the site for users to download, listen or view. \$250 to set up.



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OPTIONAL FEATURES CONTINUED...

Live Streaming

Option A (Subscription Model)

1. No Setup Fees
2. No Ongoing Fees (regardless if 1 person or 1 million people watch contest).
3. CLIENT receives 45% of gross sales (covers bandwidth, support staff of every event from CLIENT and End User Side, ongoing upgrades to SIDEARM Showcase)
4. Package Pricing for End User negotiated by Client/SIDEARM)
5. Ability to Archive Games
6. Encoding is determined by CLIENT/SS
7. CLIENT has Option to place Advertising in Player

Option B (FREE to end user)

CLIENT will work with SIDEARM Sports to identify a cost depending on the number of events along with the combination of video and/or audio stream.

Tier 1: Football and Men's Basketball

Tier 2: Women's Basketball, Baseball, Men's Ice Hockey and Men's Lacrosse

Tier 3: Any remaining sports



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OPTIONAL FEATURES CONTINUED...

Android and iPhone / iPad Application

Branded with your Logo and available on the store/market. Users could search for CLIENT organization and find it.

When launched the App will pull in the latest athletic headlines, schedules, rosters, and photo galleries.

iPhone / iPad / Android \$5000/year

Online Auction

SS will provide the CLIENT with the system to create unlimited auctions. CLIENT can upload images of the auction items, set start/end date of auction, starting bid and increments of bids, as well as setting optional reserve price.

CLIENT earns 80% each auction item sold. Shipping and Applicable Sales tax will be added to the winning bid and be the responsibility of the CLIENT. SS will be responsible for all credit card transaction costs.

SIDEARM STATS –SIDEARM STATS live statistics are available for **baseball, basketball, field hockey, football, hockey, lacrosse, soccer, softball and volleyball**. These SIDEARM STATS integrate with the CLIENT's SIDEARM website pulling in head shots of players automatically as they are involved in plays and providing links back to their bios. CLIENT may also elect to pull opponent head shots and bio links whose sites are powered by SIDEARM.

Current pricing is \$220 annual fee per sport combination (i.e., if you order men's/women's basketball your total would be \$220). This price is subject to change. Available on all devices.

StatCrew TAS Live Statistics – CLIENT may elect to use StatCrew's proprietary live statistics version TAS Live. However, there will be no integration of the SIDEARM powered website with headshots and bio SS can provide an SS FTP publishing point and CLIENT will be charged at \$150 annual fee (subject to change) per sport combination as outlined above.



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OPTIONAL FEATURES CONTINUED...

SIDEARM DMG

SIDEARM Digital Media Guide is both a media guide combined with what we call living stats (meaning statistics are up-to-date rather than a typical guide which is set in ink).

Features of SIDEARM DMG

- Sortable season statistics by position
- Yearly team statistics
- No limit to the number of years of statistics which can be uploaded
- Compare athletes from a current or past season
- Player profiles complete with career and season statistics
- Dynamic athlete headshot and bio information pulled from SIDEARM*
- Complete Schedule with game-by-game Statistics
- Ability to integrate with SIDEARM photo-gallery's for each game
- Predictive Search based on athletes name
- Dynamic Table of Contents
- Zoom capability on any page
- Branded for your institution
- Optional Video/Audio

Why use SIDEARM DMG?

- Save \$\$\$ - Reduce your printing costs by producing fewer media guides
- Eco-Friendly - Lower your institutions carbon footprint
- Recruiting - Engage recruits by showcasing your history, traditions, and statistics in a easy to use interface
- Media - Supply local/national media with the information they need at anytime
- Fans - Users will frequently return to your Website to see up-to-date stats, compare their favorite athletes, and have access to a wealth of information typically found in a traditional media guide.



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OPTIONAL FEATURES CONTINUED...

Online Storefront

CLIENT may link to any outside option they choose, SS will create ad spaces for display along with icons to be placed in headers and footers of the site. If a link is not requested SS has additional options available for the CLIENT to review below.

OPTION A: External Provider

Storefront solution currently has hundreds items available to customers. Storefront customers will be able to customize the products. All orders are processed and shipped directly to the customer, therefore CLIENT will not have to stock any items nor will they need to interact with the customer. CLIENT will receive 18% of the gross sales.

OPTION B: via SIDEARM Store Portal

SS will create a storefront for CLIENT where CLIENT manages all aspects of the storefront including inventory, photos of merchandise and is responsible for fulfillment of storefront items including shipping of items. Following deduction of 4% credit card & processing fees per transaction and a \$5.00 handling fee per transaction, CLIENT will be entitled to 100% of revenue from the storefront minus all charges outlined above. Orders will be provided to CLIENT via email and all information (minus credit card data) would be stored on an SS server which could be downloaded to Excel.

Forms Which Accept Payment

Forms that require payment (VISA/MC/AMEX, etc.) would need to be created by SS. These can be used to accept donations, athletic club memberships. SS has a number of template forms that can be used for these applications (if these forms do not meet client needs, then additional hourly charges may apply for customized forms)

1. Regardless of number of forms utilized by client there will be a digital certificate which will secure the pages
2. 4% credit card & processing fees per transaction will be deducted from payments made through form
3. \$5.00 handling fee will be added to each transaction
4. All information (minus credit card data) would be stored on an SS server which could be downloaded to Excel

Recruiting/Camp Management Solution

Through an SS partner specializing in web-based applications for managing recruits/alumni and sports camps, CLIENT can be setup with comprehensive recruiting or camp management solutions that integrate with SIDEARM. *Please inquire with your sales rep if you are interested in a demo of this solution.*



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Optional Features Price List

(any items initialed below will be added to the applicable years of the contract (be sure to circle the option if more than one are listed), if you currently have any of the items listed below on your current SIDEARM site you must initial to continue to use these.

- | | | |
|-------------------------------------|---|---------------------------|
| <input checked="" type="checkbox"/> | Two Complete Redesign of CLIENT's SIDEARM Site
Renewal Signed..... | |
| <input type="checkbox"/> | Online Payment Forms (Agree to Terms) | \$500.00 per/form |
| <input type="checkbox"/> | IPhone / iPad App / Android App – w/ Ads annual fee | \$5,000.00 |
| <input checked="" type="checkbox"/> | All-Access Subscription Model (Agree to Terms) | N/C |
| <input type="checkbox"/> | All-Access Pay-Per-Event Model (Agree to Terms)..... | (fee based option chosen) |
| <input checked="" type="checkbox"/> | Online Auction (Agree to Terms)..... | N/C |
| <input type="checkbox"/> | Storefront - Option A (Agree to Terms)..... | N/C |
| <input type="checkbox"/> | Storefront - Option B (Agree to Terms)..... | N/C |
| <input checked="" type="checkbox"/> | Photo Store - (Agree to Terms)..... | N/C |

Please be reminded that SIDEARM DMG (**\$270 (guide only) \$360 (interactive) \$610 (with video) annual fee per sport**) and SIDEARM STATS (**\$220 annual fee per Sport Combination**) are optional features that must be ordered from CLIENT login area once the CLIENT has signed with SS. This is to ensure proper setup and integration with your new site powered by SIDEARM.

Additionally, SIDEARM STATS must be purchased each year to ensure that client has the most recent version of necessary StatCrew software to feed the SIDEARM STATS. SS provides access to a LIVE STATS server for the CLIENT. CLIENT may not use their website server for LIVE STATS.

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COMPENSATION

In consideration for the services provided herein, CLIENT agrees to provide the following payments:

Includes:

SIDEARM Software	\$6000.00
Collegiate Discount	\$-1065.00
Live Stat Credit (Fan and Media, 5 combo sports)	N/C
(September 1, 2014-August 31, 2015):	\$4935.00

Includes:

SIDEARM Software	\$6000.00
Collegiate Discount	\$-1065.00
Live Stat Credit (Fan and Media, 5 combo sports)	N/C
(September 1, 2015-August 31, 2016):	\$4935.00

Includes:

SIDEARM Software	\$6000.00
Collegiate Discount	\$-1065.00
Live Stat Credit (Fan and Media, 5 combo sports)	N/C
(September 1, 2016-August 31, 2017):	\$4935.00

Includes:

SIDEARM Software	\$6000.00
Collegiate Discount	\$-1065.00
Live Stat Credit (Fan and Media, 5 combo sports)	N/C
(September 1, 2017-August 31, 2018):	\$4935.00

RE-DESIGN to take place TWICE during the contract terms

Design must be approved by June 1st of the year chosen to re-design to establish a re-launch prior to the fall semester, if not, site will launch after October 1st. Please note it takes 25 business days to design, we recommend the process begins no later than May 1st.

Pricing (including any specials) mentioned in this contract is good for 30 days and payable in US funds***

Items designated as optional in this contract which the CLIENT elects to add to their contract will be added to the contract price for the appropriate number of years. Any optional items that are added to the contract will be invoiced as part of the clients yearly or quarterly invoice
Payments can be made yearly, quarterly, or monthly. SS accepts checks, purchase orders, V/MC/AMEX.

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WEBSITE DEVELOPMENT AND HOSTING SERVICES
TERMS AND 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.

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.

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 (\$120 per hour) 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



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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 12:00 a.m. and 4:00 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, MERCHANT-ABILITY 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.

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



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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.

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. Client shall pay SS for any Fees earned up to the date of termination. Notwithstanding the foregoing, in the event of early termination by Client without cause prior to the expiration of the Initial Term, Client shall pay SS, in one lump sum, as liquidated damages and not as a penalty, the balance



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of any Fees due hereunder for the remainder of the Initial Term. In no event shall any Fees or portions thereof paid to SS be refunded to Client.

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

8. SECURITY 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.

9. GENERAL PROVISIONS

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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



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long as SS Intellectual Property is used or incorporated in the Client Site upon SS' express written consent).

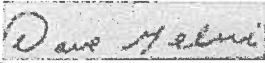
9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be executed and delivered by facsimile signatures.

9.9 Force Majeure. Except for payment obligations, 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 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.

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: 
Authorized Signature

Name: Dave Meluni May 8, 2014

Agreed to:
University of Louisiana Lafayette
("CLIENT")

By:  CSJ m cb
Authorized Signature

Name: Jerry Luke LeBlanc

Date: _____

Address:

UNIVERSITY OF LOUISIANA
AT LAFAYETTE

PURCHASE REQUISITION

K 38642

P.O. No.

Contact
Person David Faber

Telephone
Extension 2-5393 Date 4/7/14

DEPARTMENT Athletics

ITEM NO.	QUANTITY & UNIT	DESCRIPTION AND COMPLETE SPECIFICATIONS	UNIT PRICE	AMOUNT
1.		<p>(Athletic Web Site Renewal)</p> <p>Renewal of 4 year contract for annual license, hosting, and support cost per attached contract (2014-2015)</p> <p>(November 2014 – October 2018)</p> <p>*Design must be approved by June 1st of the year chosen to re-design to establish a re-launch prior to the fall semester, if not, site will launch after October 1st. Please note it takes 25 business days to design, it is recommended to process no later than May 1st.</p> <p>Please scan and email signed copies to Dave Meluni at dave@sidearmsports.com ASAP!</p>		\$4935

PURPOSE:

Athletic Web site renewal

TOTAL \$4935

NAMES AND ADDRESSES OF VENDORS INCLUDING ZIP CODES

1. Sidearm Sports Attn: Dave Meluni	2.	3.
4. 335 Hinds Hall Syracuse, NY 13244	5.	6.

UNIVERSITY POLICY: The appropriate Business Affairs official is vested with the sole authority to order materials and contract for services. The University will assume no obligation except on a duly authorized Purchase Order or Letter Authorization.

FUND	APP'N.	AGENCY CODE	SEC.	ACT	EXP. CODE	TOTAL	FUND APPROVAL:
		19 40	0190A				
REQUESTED BY _____ HEAD OF DEPARTMENT							FISCAL OFFICER
APPROVED BY _____ DEAN OR ADMINISTRATIVE HEAD							
							APPROVED BY PURCHASING OFFICER

WHITE: BUSINESS AFFAIRS YELLOW: BUSINESS AFFAIRS PINK: DEPARTMENT

Rev. 3/00