

**BLUE SOMBRERO**



**Love Sport. Not Paper.**

**May 1, 2009**

**Club Name:** \_\_\_\_\_

**Club Address:** \_\_\_\_\_

\_\_\_\_\_

**Dear CJSA Soccer Club:**

We are pleased to be retained by \_\_\_\_\_ (hereinafter the "Company") to provide a non-exclusive, non-transferable license for use of Blue Sombrero's suite of software and support as defined in Appendices A and B of this letter. Prior to undertaking an engagement, it is our practice to provide our clients with an engagement letter (hereinafter the "Agreement") in order to confirm our mutual understanding of the basic terms and conditions under which this license will operate.

Company agrees to pay Blue Sombrero a one-time account activation fee of **0.00** due within thirty (30) days from the date of acceptance of this Agreement (hereinafter "Effective Date").

Company agrees to pay Blue Sombrero an amount equal to **\$3.00** per Registrant (hereinafter "Registrant Fee") for the time period beginning **May 1, 2009** and ending **May 1, 2011** (hereinafter "Effective Period"). After **May 1, 2011** Company agrees to pay Blue Sombrero an amount equal to **\$3.00** per Registrant, unless Blue Sombrero notifies Company in writing of its intent to charge an amount in excess of **\$3.00** per Registrant.

A "Registrant" is defined as an individual in Company's league, program or association who registers for one registration event (defined as one season of Company's league program or association or, in the case of registration for a single event, one event) regardless of how that individual pays for the registration. Accordingly, if the same individual registers for an additional registration event, he or she is treated as an additional Registrant, and Company agrees to pay the Registrant Fee for each registration event.

**Blue Sombrero, LLC**

Moreover, Company agrees to process a certain number of Registrants for each year period as defined in the following table:

<b>Time Period</b>	<b>Number of Registrants</b>
May 1, 2009 to May 1, 2010	
May 2, 2010 to May 1, 2011	
Each Renewal Year	

In addition, Company agrees to pay Blue Sombrero fees charged for payment processing per Registrant who pays via Blue Sombrero.

Blue Sombrero agrees to provide reasonable support and maintenance according to Appendix B. Also, Blue Sombrero will provide training according to Appendix B.

This Agreement shall begin as of the Effective Date and shall extend for a period of two years. Prior to expiration of the Effective Period, Company may deliver written notification (“Non-renewal Notice”) to Blue Sombrero of its intent not to renew this Agreement, and this Agreement shall terminate at the end of the Effective Period. If Blue Sombrero does not receive the Non-renewal Notice thirty (30) days prior to the end of the Effective Period, then this Agreement will automatically extend for an additional term of one year.

Either party may terminate this Agreement if the other party materially breaches any of the provisions of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Immediately following termination or expiration of this Agreement for any reason, Company shall cease use of Blue Sombrero’s suite of software as defined in Appendix A, return to Blue Sombrero all such licensed software and other confidential information and/or trade secrets and other property and materials belonging to Blue Sombrero, and promptly pay Blue Sombrero all payments due under this Agreement.

This Agreement and the attachments hereto set forth the rights and responsibilities of the parties to this engagement letter with respect to the subject matter hereof.

We look forward to the opportunity to serve the Company and are grateful that you have chosen us for your business. I hope that this Agreement has been helpful in clarifying the scope of our engagement.

If the foregoing is an acceptable summary of the terms and conditions of our engagement, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below. Your signed copy should be returned to us either via facsimile or mail.

Sincerely,

Adam Abney

**Blue Sombrero, LLC**

AGREED and ACCEPTED:

Club Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

BLUE SOMBRERO:

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix A**

### **Licensed Software**

BLUE SOMBRERO shall provide to Company a software program pursuant to the terms and conditions of the Agreement referenced above that contains the following functionality:

#### **Platinum Upgrade:**

- Online Camp Registration
- Online Rec Registration
- 'Slice and Dice' Emailer
- Standard Reporting
- Detailed Bi-Weekly Credit Card Reconciliation
- Order Tracking
- Accounts Receivable Management
- Credit Card Payment to Open Balance
- Admin Manual Order Entry
- Online Team Builder
- Online Volunteer Sign Up
- Online Club Store
- Digital Marketing Tools
- Custom Website with Content Manager
- Pay Deposit Only
- Custom Fees and Discounts
- Customizable Online Registration Setup
- Custom Website with Content Manager
- Pay Deposit Only
- Birth Certificate Tracking
- State Association Report Preparation
- Individualized Player Roster and Schedule
- Online Donations
- Order Price Adjustment
- Online Tryout Registration
- Division Manager Limited Access Roles
- Online Game and Practice Schedule
- Dynamic Report Builder
- Cloning
- Archiving

## **Appendix B**

### **Support, Training & Admin Licenses**

BLUE SOMBRERO shall provide to Customer training and support as detailed below:

#### **Support and Training**

##### **Admin Support:**

Access to Blue Sombrero Support Site Knowledge Base: INCLUDED

Blue Sombrero Support Site Admin Log a Case: INCLUDED

Weekly Case Limit\*\*: 3

Total Admin Licenses: 1

Email Support: INCLUDED

\*\*\$15 fee per case that exceeds weekly limit

##### **Parent Support:**

Parent Support FAQ Link: INCLUDED

##### **Training:**

Blue Sombrero User Guide and Training Manual (downloadable): INCLUDED

Blue Sombrero Training Videos: INCLUDED