

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

**PURCHASE ORDER NO 0001077684**

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
08/08/2014		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
808502 HARRELLK POONV	04PE	

**Vendor:** 0000035536  
 PRESTOSPORTS, INC.  
 451 HUNGERFORD DRIVE, SUITE 608  
 ROCKVILLE MD 20850

**Phone:** (301) 5600803  
**Fax:** (509) 756-5501

**email:**

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	WEBSITE MANAGEMENT / HOSTING PARTNERSHIP FOR : FOLOSM LAKE COLLEGE ATHLETICS CORE PACKAGE - 3 YEARS YEAR 1 - 11/1/2014 - 10/31/2015	1.00	EA	2,500.00	2,500.00	11/01/2014

CONFIRMATION PURCHASE ORDER

WEBSITE MANAGEMENT / HOSTING PARTNERSHIP FOR : FOLSOM LAKE COLLEGE ATHLETICS  
 CORE PACKAGE - 3 YEARS FOR A TOTAL OF \$7,750.00  
 YEAR 1 - 11/01/2014 - 10/31/2015 \$2,500.00 PO# 0001077684  
 YEAR 2 - 11/01/2015 - 10/31/2016 \$2,500.00 PO TO BE ISSUED AFTER 7/1/2015  
 YEAR 3 - 11/01/2016 - 10/31/2017 \$2,750.00 PO TO BE ISSUED AFTER 7/1/2016

EMAIL PO & SIGNED CONTRACT AGREEMENT  
 TED BARDACH AT TED@PRESTOSPORTS.COM

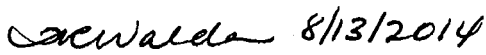
Sub Total Amount	2,500.00
Sales Tax Amount	0.00
Total PO Amount	2,500.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5890	11	FL.VI.AR05	08700	00000	101E	2,500.00	2015

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916) 568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.



ORIGINAL

# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No. **808502**

Vendor Code  
**35536**

DATE 8/6/14 VENDOR PRESTO SPORTS INC.

P.O. NO.

Approved by / Date

ADDRESS 451 HUNGERFORD DRIVE SUITE 608

DELIVERY INSTRUCTIONS  
**04PE**

Reviewed by / Date

CITY ROCKVILLE STATE MD ZIP 20850

Department Building Location  
FLC ATHLETICS

Dispatched Method / Date

E-MAIL info@prestosports.com OR ted@prestosports.com

College/District Location Department  
INSTRUCTIONAL NOV 1, 2014

PHONE 301.560.0803 FAX 509.756.5501

Division Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number DO NOT USE A SECOND REQUISITION.				
1	WEBSITE MANAGEMENT / HOSTING PARTNERSHIP				
2	FOR: FOLSOM LAKE COLLEGE ATHLETICS				
3					
4	CORE PACKAGE - 3 YEARS PER ATTACHED -				
5	PRESTO SPORTS APPLICATION SERVICES AGREEMENT				
6	YEAR 1 - NOV 1, 2014 - OCT 31, 2015	1	EA	2500.00	2500.00
7	YEAR 2 - NOV 1, 2015 - OCT 31, 2016	1	EA	2500.00	2500.00
8	YEAR 3 - NOV 1, 2016 - OCT 31, 2017	1	EA	2750.00	2750.00
9					
10	EMAIL COPY OF SIGNED PO & CONTRACT AGREEMENT TO:				
11	TED BARDACH AT ted@prestosports.com				
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		SalesTax
This purchase is in compliance with the requirements of _____ Program Name _____		
Program Director/Coordinator Signature _____	For grants/special projects _____ Project/Grant Number _____	<b>Total</b>
Program Goal/Objective Number/Explanation _____		<b>\$7,750.00</b>

I hereby certify the items/services listed above shall be obtained in accordance with District Policy, Conflict of Interest Code, P-8611, and all other applicable district, state and federal policies, rules, regulations and laws.

**KIM HARRELL** 8/6/14

REQUESTED BY: Kim Harrell (BPH) TYPED/PRINT SIGNATURE DATE 8/6/14

REQUESTED BY: \_\_\_\_\_ SIGNATURE DATE

AUTHORIZED: DEAN OR AUTHORIZED SIGNATURE DATE

Stephanie Jenkins 8/7/14  
APPROVED: VICE PRESIDENT, ADMINISTRATION DATE

GENFD /5890 /11 / FL.VI.AR05				
Bus. Unit	Account	*Fund	Org	
08700	/00000	/2015	/101E	\$ 7,750.00
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account	*Fund	Org	
/	/	/	/	\$
Program	Sub-Class	BY	Proj/Grnt	Amount

\* Asset Location - Equipment purchases over \$200 (Accts: 6480, 6490, 6491, 6493, 6495) complete the area below indicating the final assigned location of equipment.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_  
Building \_\_\_\_\_ Room No. \_\_\_\_\_

ORIGINAL

# Los Rios Community College District

## Requisition

Page \_\_\_\_\_ of \_\_\_\_\_

Req. No. _____
P.O. NO. _____

Vendor Code	DATE _____	VENDOR _____
Approved by / Date _____	ADDRESS _____	
Reviewed by / Date _____	CITY _____	STATE _____ ZIP _____
Dispatched Method / Date _____	E-MAIL _____	
	PHONE _____	FAX _____

DELIVERY INSTRUCTIONS	
Department Building Location	
College/District Location	Department
Division	Date Required

ITEM	DESCRIPTION <small>GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. &amp; SIZES</small>	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. <b>DO NOT USE A SECOND REQUISITION.</b>				
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

<b>Purchases Charged to Categorical Programs, Grants or Special Projects</b>				SalesTax
This purchase is in compliance with the requirements of _____				<b>Total</b>
Program Name _____		For grants/special projects _____		
Program Director/Coordinator Signature _____	Project/Grant Number _____			
Program Goal/Objective Number/Explanation _____				

I hereby certify the items/services listed above shall be obtained in accordance with District Policy, Conflict of Interest Code, P-8611, and all other applicable district, state and federal policies, rules, regulations and laws.

REQUESTED BY:	TYPED/PRINT	DATE
REQUESTED BY:	SIGNATURE	DATE
AUTHORIZED:	DEAN OR AUTHORIZED SIGNATURE	DATE
APPROVED:	VICE PRESIDENT, ADMINISTRATION	DATE

/	/	/			
Bus. Unit	Account	* Fund	Org		
/	/	/	/	\$	
Program	Sub-Class	BY	Proj/Grnt	Amount	
/	/	/	/	\$	
Bus. Unit	Account	* Fund	Org		
/	/	/	/	\$	
Program	Sub-Class	BY	Proj/Grnt	Amount	

\* Asset Location - Equipment purchases over \$200 (Accts: 6480, 6490, 6491, 6493, 6495) complete the area below indicating the final assigned location of equipment.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

**From:** [Haney, Brenda](#)  
**To:** [FLC-Purchase](#)  
**Cc:** [Kirklin, Kathleen](#); [Harrell, Kim](#); [Plews, Jeanne](#); [Vander Werf, Wenda](#)  
**Subject:** REQUEST FOR CONFIRMING PO#\_ REQ#\_808502 PRESTO SPORTS INC \_ FLC ATHLETICS WEBSITE MGMT PARTNERSHIP  
**Date:** Friday, August 08, 2014 10:13:51 AM  
**Attachments:** [REQ#\\_808502\\_PRESTO\\_SPORTS\\_INC\\_.pdf](#)  
**Importance:** High

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Good Morning Purchasing –

Please find attached our completed/revise REQ# 808502 , Revised Contract and Partnership Agreement for Presto Sports Inc. (VID: 35536), for FLC Athletics Website Mgmt./Hosting Partnership. Hardcopy/Originals are in today's mail to your office.

- At this time we are requesting a Confirming PO# by Monday August 11<sup>th</sup> - in order for our Athletics Dean, Kim Harrell to begin collaboration with Presto Sports, Inc. - Ted Bardach, VP BD – as there are many details to coordinate to meet the scheduled/contracted Website launch date of November 1, 2014.
- In addition - We are requesting that signed Purchase Order (when completed/dispatched) be emailed to: Presto Sports, Inc. - Ted Bardach, VP BD at: [ted@prestosports.com](mailto:ted@prestosports.com)
  - Budget is ready to go:

Budget Year	Account String	Current Budget	Pre-Encumbrance	Encumbrances	YTD Expenses	Available Balance
2015	GENFD 5890 11 FL.VI.AR05 08700 00000 2015 101E	\$7,750.00	\$0.00	\$0.00	\$0.00	\$7,750.00

Please let us know if you have any questions regarding these requests. Thank you in advance for your assistance in expediting this REQ/PO.

Thank you,

*Brenda Haney*

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 | ✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)

**From:** [Kirklin, Kathleen](#)  
**To:** [Haney, Brenda](#)  
**Cc:** [Vander Werf, Wenda](#)  
**Subject:** RE: COMPLETED PRESTO SPORTS REQ\_ READY FOR YOUR MEMO RE: Signing of the Revised Contract.  
**Date:** Friday, August 08, 2014 9:54:41 AM  
**Attachments:** [REQ#\\_808502\\_PRESTO\\_SPORTS\\_INC..pdf](#)  
[image001.png](#)

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Brenda,

To confirm our conversation of August 7...I spoke with Theresa Matista on the morning of August 7 regarding changes to the Presto Sports, Inc. contract. Theresa gave me permission to initial and sign her initials and name (I also initialed) on the revised pages of the Presto Sports Inc. contract since we already had her wet signature on the initial contract pages and there were not material changes, except a decrease in the contract amount over the three year period.

Kathleen

**Kathleen Kirklin** | Vice President, Administration  
Folsom Lake College | 10 College Parkway | Folsom, CA 95630  
**p.** 916.608.6733 | **f.** 916.608.6584 | [Kathleen.kirklin@flc.losrios.edu](mailto:Kathleen.kirklin@flc.losrios.edu)

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**From:** Haney, Brenda  
**Sent:** Friday, August 08, 2014 9:49 AM  
**To:** Kirklin, Kathleen  
**Subject:** COMPLETED PRESTO SPORTS REQ\_ READY FOR YOUR MEMO RE: Signing of the Revised Contract.  
**Importance:** High

Hi Kathleen –

The REQ#\_808502 – is ready to be submitted.

- Ted Bardach with Presto Sports Inc. counter signed Contract pages 5; and provided a revised copy of Partnership Proposal (with pricing revision on page 8) to match revised Contract . All of these updates have been added to both the hardcopy files and the attached PDF archive file.

[Can you please Email me the message/memo – you want to say re: phone approval from Theresa Matista - for you signing/initialing the Revised Contract.](#)

Once I have this - I will both Email the PDF and mail the hardcopy to Purchasing – and request a Confirming PO (expedited handling).

Thank you,

*Brenda Haney*

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)



# LOS RIOS

COMMUNITY  
COLLEGE  
DISTRICT




American River College  
Cosumnes River College  
Folsom Lake College  
Sacramento City College

1919 Spanos Court  
Sacramento, CA 95825  
Phone: 916 568-3021  
Fax: 916 568-3023  
www.losrios.edu

Date: July 17, 2014

To: Purchasing

From: Herschel Smith 

Re: Agreement with Presto Sports

Please find enclosed for your further handling a partially executed agreement, copy of Requisition No. 808502, and background information regarding the above noted agreement.

Thank you for your attention to this matter.

Encls

cc: Kathleen Kirklin (w/copy of encls)

Hls/





AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

LRCDD

JUN 17 2014

ARC  CRC  DO  FLC  FM  SCC  OTHER

Agreement/Contract With: Presto Sports

GENERAL SERVICES

State the business terms of agreement: Website Management/Hosting for FLC Athletics - 3 YR Proposal/contract

This agreement consists of the following documents: 1 PrestoSports Application Services Agreement, 2 Presto Sports website Mgmt/Hosting Partnership Proposal

3 REG # 808502

Funding Source: Grnd

Amount \$ 9,250.00

4 New Vendor App & w/

\$3000 yr 1 \$3250 yr 3 \$3000 yr 2

I have read and agree with the terms of this agreement:

By: Kim Harrell  
Area Manager/Supervisor

Date: 6-13-14

Kim Harrell  
(Print Name)

College VPA, DO, FM, Director

I approve as to Substance

By: Kathleen Kaplan

Date: 6/13/14

(Print Name)

General Services

By: Reuad  
Director, General Services

Date: 6/18/2014 Received

General Counsel (When necessary)

OP - any FERPA issues w/ student information? Reu

JUN 19 2014

Changes necessary as specified on the document or on the attached memorandum

Approved as to form.

Office of the General Counsel  
Los Rios Community College District

By: J. D. Shry  
General Counsel

Date: 7/11/14

Los Rios Community College District

By: See (K)

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

Deputy Chancellor  Vice Chancellor, Ed & Tech.

\* Please return to Smitty after signing

**From:** [Haney, Brenda](#)  
**To:** "[Ted Bardach](#)"  
**Subject:** PRESTO SPORTS INC\_ CONTRACT & PROPOSAL FOR FOLSOM LAKE COLLEGE / FOR YOUR ACTION  
**Date:** Thursday, August 07, 2014 2:30:56 PM  
**Attachments:** [Presto Sports Inc Partnership Proposal Page 8 REVISION REQUIRED.pdf](#)  
[Presto Sports Inc. Revised Application Services Agreement Folsom Lake College.pdf](#)  
**Importance:** High

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Good Afternoon Ted –

Please find attached:

- 1) Approved Presto Sports *Application Services Agreement – revised 7/29/14* – please [sign Provider: section on Page 5](#) and email me this page only .
- 2) Revision Required on Partnership Proposal – Page 8 *Summary of Terms & Revenue Share* – please revise pricing on this page to match the new discounted pricing as shown on Page 7 of *Application Services Agreement – revised 7/29/14*, and email me this revised page only.

We have everything else ready on our end, and will submit a revised Requisition and approved Contract/Proposal to LRCCD Purchasing – once we receive these two items.

Let me know if you have any questions.

Best Regards,

*Brenda Haney*

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

☎ 916.608.6635 |

✉ [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)



**APPLICATION SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into on JULY 29, 2014, between PrestoSports ("Licensor"), with its principal place of business located at 451 Hungerford Drive, Suite 608, Rockville, MD 20850, and Los Rios Community College District - Folsom Lake College ("Licensee"), with its principal place of business located at 10 College Parkway, Folsom, California, 95630, and shall be effective as of NOVEMBER 1, 2014 (the "Effective Date").

**RECITALS**

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's Application Server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this Agreement.


NOW, THEREFORE, Licensor and Licensee agree as follows:

**1. Grant of License**

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and execute PrestoSports (the "Software") on Licensor's hardware and software used to provide the Software (the "Application Server") over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

**2. Use and Access**

- a. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Application Server for the purpose of using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.
- b. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws, including copyright and other intellectual property laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.
- c. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users, (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the Software through a single identification or password code being made available to multiple users on a network.
- d. See Exhibit A for information on storage and bandwidth limitations.

Licensee's Initials: 



**3. Price and Payment**

- a. Licensee will pay Licensor the fees for the license of the Software and access to Licensor's Application Server as set forth in Exhibit A.
- b. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, province, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

**4. Technical Support**

Technical support is described in detail on the attached Exhibit B (Service Level Agreement).

**5. Term and Termination**

- a. The initial term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years.
- b. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.
- c. Either party may terminate this Agreement (i) immediately upon written notice to the other party if either party shall become bankrupt or insolvent as evidenced by applicable governmental filings; or (ii) upon mutual written agreement of the parties.

**6. Ownership of Intellectual Property**

Title to any proprietary rights in the Software and Licensor's website will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

**7. Grant of Marks**

Licensee hereby grants to Licensor a non-exclusive, nontransferable, paid-up, worldwide license to use Licensee's Marks solely in conjunction with websites and mobile applications which shall, in part, promote Licensee's products and services and which services shall reside on Licensee's Website deploying Licensor's servers or such other mirror site servers as Licensor shall approve. Licensee hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including Licensee's right to inspect and approve Licensor's manner of use of the Marks and to authorize or license use of the Marks or any other trademarks to any third party for use in connection with any goods and services. Licensor hereby acknowledges that Licensee is the owner of the Marks, agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by Licensor shall inure to the benefit of



Licensee. Licensor agrees that nothing in this Agreement shall give Licensor any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement.

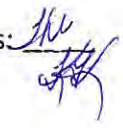
**8. Confidentiality**

- a. Both parties acknowledge that in the course of performing under this Agreement and providing or receiving information pertaining to this Agreement each party may learn or receive certain confidential and proprietary information relating to the other party's business and other operations, policies, procedures, financial information, computer systems and materials memorializing such information ("Confidential Information"). Licensee specifically acknowledges that the Software and other data on Licensor's Application Server embodies logic, design and coding methodology that constitute Licensor Confidential Information. Licensor specifically acknowledges that all data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's Application Server constitutes Licensee Confidential Information. During the period this Agreement is in effect and at all times after its termination, each party and its employees and agents shall maintain the confidentiality of the other party's information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party shall retain sole ownership of its own Confidential Information.
- b. This obligation does not apply to information that: (i) is or becomes, through no act or failure to act on the part of the disclosing party, generally known or available; (ii) is already known by the receiving party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. In addition, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

**9. Warranty and Disclaimer**

Licensor warrants that the Software is developed and will perform in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials: 



**10. Limitation of Liability, Indemnification**

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to this Agreement, performance hereunder or the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Each party will indemnify and hold harmless the other party against any claims incurred by such party arising out of or in conjunction with a breach of this Agreement by the indemnifying party, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Each party's total liability arising as a result of or related to this Agreement, performance hereunder or the use of the Software, regardless of cause or theory of recovery, shall not exceed the total amount of fees paid by Licensee to Licensor during the twelve-month period immediately preceding the occurrence, act or omission giving rise to the claim.

**11. Relation of Parties**

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

**12. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld; provided, however, that Licensor may assign this Agreement as part of a transfer of substantially all of its business and assets related to performance of this Agreement. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

**13. ~~Arbitration; Governing Law~~**

~~The parties shall settle any controversy arising out of this Agreement by arbitration in Montgomery County, Maryland, in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.~~

The parties agree that this Agreement and any dispute hereunder will be governed by and construed and interpreted in accordance with the laws of the State of ~~Maryland~~ <sup>California</sup>, excluding any choice-of-law principles that would permit application of the laws of a jurisdiction other than such state. The courts of ~~Maryland~~ <sup>California</sup> will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement.



**14. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**15. Waiver and Modification**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both parties hereto.

**16. Web Hosting Acceptable Use Policy**

Web hosting and acceptable use policy is described in detail on the attached Exhibit C (Web Hosting Acceptable Use Policy).

**17. Survival**

The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, indemnification and limitation of liability, shall survive expiration or termination of this Agreement.

**18. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: PrestoSports

Client: Los Rios Community College District

By: \_\_\_\_\_

By: *Theresa Matista*

Print Name:

Print Name: ~~Jon Sharpe~~ Theresa Matista

Title:

Title: ~~Deputy~~ Vice Chancellor, Finance

Date:

Date:

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: Prestosports

By: \_\_\_\_\_

Print Name: Serge Krystakos

Title: CEO

Date: 8/8/2014

Client: Los Rios Community College District

By: \_\_\_\_\_

Print Name: Jon Sharpe Thersa Matista

Title: Deputy Vice Chancellor, Finance

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



**EXHIBIT A: SERVICES AGREEMENT**

**PREAMBLE**

This Services Agreement accompanies an Application Services Agreement (the “Agreement”) that has been executed by the parties. All statements contained in this Services Agreement are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Services Agreement.

**1. Project Background**


Licensor will redesign and host the athletic website of Folsom Lake College for three (3) years using the PrestoSports software. The PrestoSports software is a content management system tailored for the needs of athletic organizations. It will allow athletic staff to manage an athletic website using a simple administrative website.

**2. Scope**

Schedule	Description
Phase I Planning (Two weeks)	<ul style="list-style-type: none"> <li>• Introduction to PrestoSports admin system (Licensor)</li> <li>• Schedule design call date and time (Licensor and Licensee)</li> <li>• Conduct design call (Licensor and Licensee)</li> <li>• Review and approve design notes (Licensee)</li> <li>• Upload necessary images (Licensee)</li> <li>• DNS (Licensor and Licensee)</li> </ul>
Phase II Artistic Design (Two weeks)	<ul style="list-style-type: none"> <li>• Default and training sites shared (Licensor)</li> <li>• Review of design revisions (three (3) rounds) and approval (Licensee)</li> <li>• For each rendition share with client new design (Licensor)</li> <li>• Training (Licensor and Licensee)</li> <li>• Data migration (Licensee)</li> </ul>
Phase III - Website Breakdown (Two weeks)	<ul style="list-style-type: none"> <li>• Continued data migration (Licensee)</li> <li>• Page set up for non-sport pages (Licensor)</li> <li>• Site breakdown and implementation of features (Licensor)</li> </ul>
Phase IV - Review and QC (Two weeks)	<ul style="list-style-type: none"> <li>• Continued data migration and training (Licensee)</li> <li>• Register URL to search engines (Licensor)</li> <li>• Implement any unique features (Licensor)</li> <li>• QC on site (Licensor)</li> </ul>

*NOTE: Timeframes noted above are estimates*

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensor's Initials: 

3. **Project Deliverables**

- a. Site setup and hosting of athletic website.
- b. Website graphic design, including three (3) rounds of proofs. Any additional proofs requested will incur an additional cost of \$1,000 per round.
- c. Three (3) user accounts to manage the athletics website.

4. **Costs**

**Year 1 NOVEMBER 1, 2014-OCTOBER 31, 2015**

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$3,000.00
Partner school discount (subject to change)	-\$500.00
<b>TOTAL</b>	<b>\$2,500.00</b>

**Year 2 NOVEMBER 1, 2015-OCTOBER 31, 2016**

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$3,000.00
Partner school discount (subject to change)	-\$500.00
<b>TOTAL</b>	<b>\$2,500.00</b>

**Year 3 NOVEMBER 1, 2016-OCTOBER 31, 2017**

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$3,250.00
Partner school discount (subject to change)	-\$500.00
<b>TOTAL</b>	<b>\$2,750.00</b>

5. **Storage and Bandwidth**

Licensee is allocated five (5) GB of space on the Application Server for storage of data necessary for use of the Software. Licensee is also provided bandwidth transfer capacity of fifty (50) GB/month.



Additionally, Licensee is granted ten (10) GB of storage space on the media server for storage of video and other media files. In addition, Licensee is provided with a monthly transfer of two hundred and fifty (250) GB/month specifically for video playback and podcasting.

If Licensee exceeds its storage or bandwidth limit, Licensor must notify Licensee that it has exceeded the allowed storage or bandwidth limit.

Licensee will have 30 days from the date of the notice to address their data size or bandwidth usage.

**6. Invoices**

All invoices for the total contract year value will be sent on NOVEMBER 1 of the contract year.

**7. Payment**

Payment is due thirty (30) days after date of invoice. Licensee may not withhold any amounts due hereunder and Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and a half (1.5) percent per month or fraction thereof until paid.



**EXHIBIT B: SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when Licensee's account is in good financial standing.

**1. Downtime**

- a. For purposes of this Agreement, a Unit of Downtime is one period of at least one (1) hour during which access to Licensee's website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of Licensor's reasonable control, (ii) problems resulting from any actions or inactions by Licensee or any third party, (iii) problems resulting from Licensee's equipment and/or third party equipment not within Licensor sole control, or (iv) network unavailability during scheduled maintenance of Licensor network and/or web servers.
- b. In any calendar month, Licensor guarantees that Downtime will not exceed four (4) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 2am & 8 am EST. Licensor works to ensure the functioning of all web servers through continuous monitoring by Licensor's staff.
- c. If Downtime exceeds four (4) Units of Downtime in any calendar month, Licensor will, upon Licensee's written request, credit Licensee's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.
- d. To receive Downtime Credit, Licensee must request such credit by sending an email to support@prestosports.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Licensee's final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to Licensee within thirty (30) days of the expiration of Licensee's service agreement.

**2. Technical Support**

A member of Licensor's technical support help desk staff will be available to assist Licensee with problems and questions regarding the hosting services. Licensor will supply telephone and/or email support to Licensee regarding the hosting services 8 am & 5 pm ET. Additional on-call support is given to Licensee during non-business hours, nights, weekends and all holidays.

Licensee may contact Licensor's technical support help desk via email at support@prestosports.com, or by telephone at 301.656.5504. Licensor may, from time to time, develop additional methods for Licensee to contact the help desk, and will make information regarding such methods available at Licensor's website.

**EXHIBIT C: WEB HOSTING ACCEPTABLE USE POLICY**

This Acceptable Use Policy sets forth guidelines relating to the types of content that Licensee may upload to the website under Licensee's agreement with Licensor for web hosting services (the "Services"). Licensor may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. Licensor will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Licensee's violation of this Acceptable Use Policy may result in the suspension or termination of either Licensee's access to the Services and/or Licensee's account or other actions as detailed in the Application Service Agreement.

**1. Acceptable Use**

The following constitute violations of this Acceptable Use Policy:

- a. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- b. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- c. Using the Services to harm, or attempt to harm, minors in any way.
- d. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- e. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- g. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- h. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- i. Reselling the Services without the prior written authorization of Licensor.



- j. Using the Services to send (unsolicited commercial email) spam.
- k. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

**2. Reporting of Violations of This Acceptable Use Policy**

Licensor requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to support@prestosports.com.

**3. Revisions to This Acceptable Use Policy**

Licensor may revise, amend or modify this Acceptable Use Policy at any time and in any manner with prior written notice to Licensee of such changes.



## WEB SITE MANAGEMENT/HOSTING PARTNERSHIP PROPOSAL

### FOLSOM LAKE COLLEGE ATHLETICS

#### ABOUT PRESTOSPORTS

PRESTOSPORTS is a leading provider of athletic content management software to universities and conference offices. Through one proven methodology, PRESTOSPORTS develops new web sites and re-launches existing ones – rapidly, affordably, and securely – and builds in content management capabilities that turn web sites into powerful tools not only for athletic departments, but for development staff, conference and school administrators, admissions offices, prospective students, and the media.

Founded in 2002, PRESTOSPORTS is considered an innovator of athletic web site technology for delivering breakthrough concepts and technology in integrating scheduling, statistics, event and facility management, merchandising, ticketing, fan management, and public relations. And by proffering unmatched design flexibility that frees clients from cookie-cutter constraints, PRESTOSPORTS' sites reflect a look and feel as unique as each of our clients. No other company works as closely with clients to create customized solutions that reduce the time, effort, and cost of web site management, while rewarding stakeholders with real-time information and easy navigation to the content that interests them, most.

#### CUSTOM WEBSITE DESIGN

- PRESTOSPORTS offers FOLSOM LAKE COLLEGE ("FOLSOM LAKE") a custom and unique web site design
- FOLSOM LAKE has full creative input on all aspects of the site
- PRESTOSPORTS' design team will oversee the process and work directly with FOLSOM LAKE to accomplish the look and feel it desires
- Process takes on average 10-12 weeks from the initial Design Call to the site going live
- A Project Manager will be assigned to the site and will lead FOLSOM LAKE through the design/transition/training process
- All site design parameters will be discussed on the initial kick-off call



### CONTENT MANAGEMENT SYSTEM (CMS)

PRESTOSPORTS offers FOLSOM LAKE the industry's most innovative and flexible content management tool. Used by more than 600 athletic departments, PRESTOSPORTS CMS is extremely user friendly and requires no HTML encoding knowledge. It is 100 percent accessible online, allowing for remote publishing from any venue or location. FOLSOM LAKE's athletic department will have complete control over all content, photos and graphics using PRESTOSPORTS' content management tool.

#### CMS Highlights:

- *Post Releases, Event Recap, Box Scores, Season Statistics, etc.*
- *Ability to create secondary navigation on sport pages and non-sports pages*
- *Use of "wikis" provides easy access to updating content*
- *Upload video highlights/clips*
- *Create and update Schedules/Events, Rosters/Bios, etc.*
- *Post photos/create photo galleries/upload in bulk*
- *Send emails to specific groups; direct marketing*
- *Users can automatically generate email of content on site*
- *Create, post, and remove splash pages as you wish*
- *Update scores on web site via in-progress scoring using mobile devices or computer*
- *Scoreboard/calendar - automatically rotates through recent scores or view upcoming games*
- *Monitor daily traffic; create reports*
- *Administer awards/voting; i.e. Player of the Week, etc.*
- *Update scores on web site using mobile devices*
- *Ability to create and manage registration pages/forms*
- *Archive releases, photos, rosters, schedules, etc.*
- *Provides visitors to FOLSOM LAKE athletic site with a search feature*
- *Access to FanZONE feature - tracks visitors activity on site*
- *Other features available via CMS: Hall of Fame, non-sport pages (facilities, kids club, etc.), password protected areas, fan polls, FOLSOM LAKE trivia, create RSS feeds, more*

### SOCIAL MEDIA FEATURES/INTEGRATION

- FOLSOM LAKE web site will be integrated with FOLSOM LAKE social media pages allowing for simultaneous updating of Twitter, Facebook, and other social media pages
- PRESTOSPORTS offers Facebook "like" feature on release pages on FOLSOM LAKE site
- Ability to embed YouTube video onto FOLSOM LAKE's athletic web site

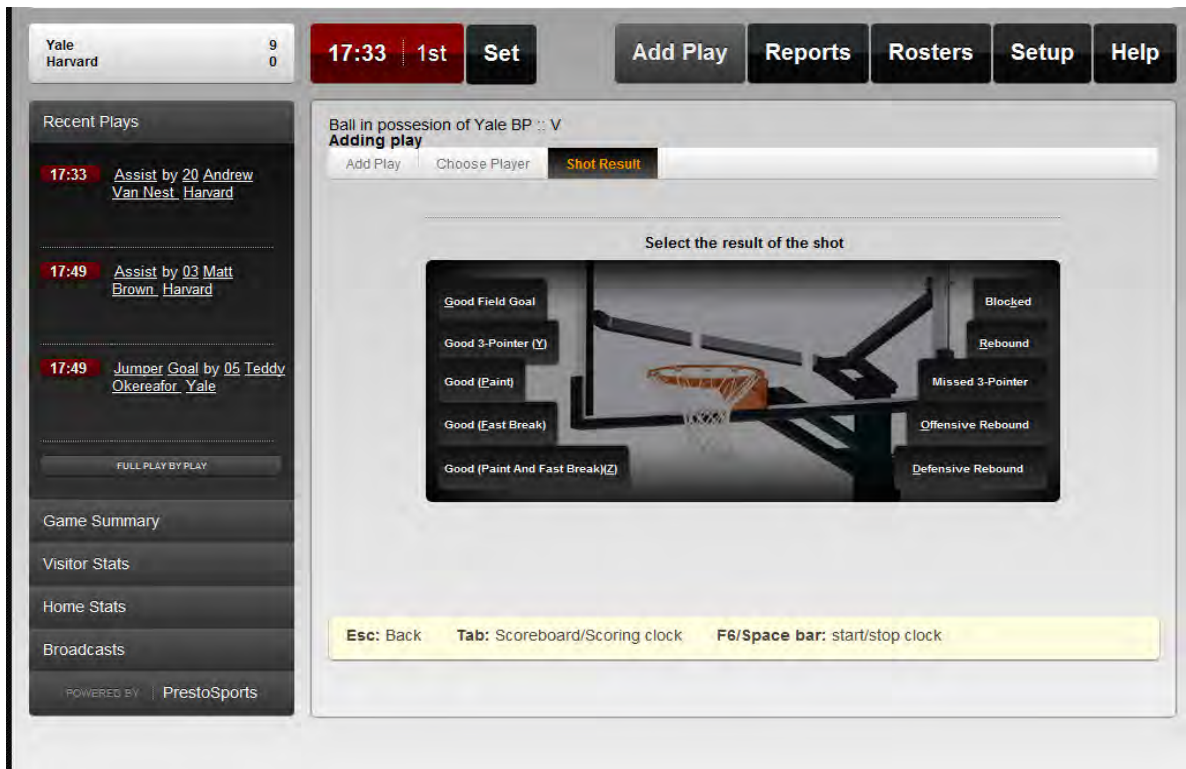


### CCCAA INTEGRATION

- PRESTOSPORTS and the CCCAA have partnered to provide FOLSOM LAKE with an integrated solution for reporting scores, stats, and schedules at <http://www.cccaastats.org>
- From the PRESTOSPORTS network, FOLSOM LAKE can easily send schedules and box scores to the CCCAA without inputting the information twice

### STATS ENTRY SOFTWARE

- FOLSOM LAKE will have use of an in-game scoring and statistics platform that supports Windows, Mac, iPads, and other mobile devices
- Provides real-time updates, creates extensive reports and is easy to use
- PRESTOSPORTS will share data automatically with the CCCAA and other websites within the PRESTOSPORTS network
- Enter data using keyboard with familiar key strokes, mouse or touch screen to stat plays
- Web-based platform that works offline
- Statistical files are 100% compatible with Stat Crew, allowing school to export and import packed game files, XML and roster files
- FOLSOM LAKE will also have use of a post-game scoresheet entry system for all stats not compiled in-game
- Link to demo of Stats Entry software available at <http://stats.prestosports.com/demo>



### ENHANCED STATISTICS PLATFORM

- Visually appealing presentation of season stats, individual player stats, game stats, and much more
- Automatically updated via Live Stats viewers will game is in progress
- Stat pages are also updated by uploading of Stat Crew file once game ends
- Increases traffic to site
- See example at <http://www.gwathletics.com/sports/bsb/2011-12/teams/goldenwest>



**PRIMETIME - LIVE STATISTICS APPLICATION**

- FOLSOM LAKE will have use of a custom-built, flash-generated “live statistics” platform
- PrimeTime is powered directly from the scorer’s table using stat entry software
- Automatically integrates into web site (scoreboards, stats, schedules, calendar, etc.)
- Available for 9 sports

**EMAIL MARKETING TOOL/NEWSLETTER**

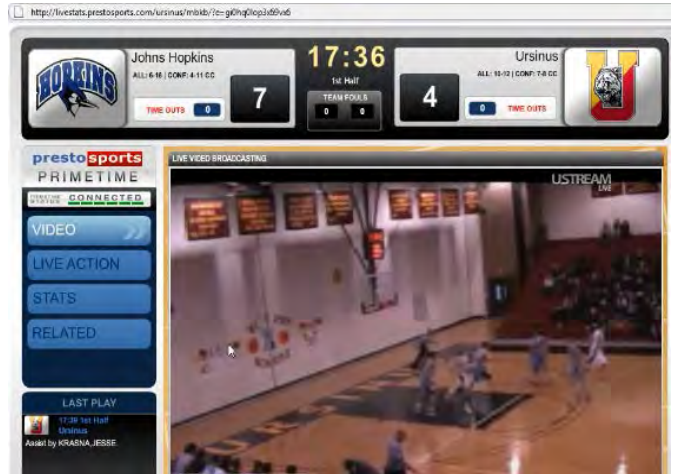
- PRESTOSPORTS provides FOLSOM LAKE use of it Customer Relationship Management Tool (CRM)
- Gather detailed information of online users and identify FOLSOM LAKE fan base
- Create specific groups based on demographic information, locations, sports of interest, etc.
- Send unlimited FOLSOM LAKE branded targeted emails
- Opt-out option included in all emails

**TEXT MESSAGING FEATURE**

- Instantly send scores, news, schedule updates and even promotional items
- User can select which sports they want to receive text messages for
- Fans can choose to receive the information via cell phone text messaging or email...or both
- Create custom subscription categories...a youth fan club list, booster club list, etc.

**VIDEO STREAMING**

- FOLSOM LAKE has full control over events they video stream via site
- Advertiser supported streaming is free of charge to FOLSOM LAKE and to fans (pay-per-view option also available)
- Ability to stream multiple events at the same time
- Streams available on the site, in Live Stats viewer, may be added to Facebook fan page and shared
- Archive events at FOLSOM LAKE’s discretion
- Support available during all live events for both FOLSOM LAKE and customers



**MORE VIDEO FEATURES**

- Upload highlights, promotional videos, post-game interviews, and more (10 minute max)
- Ability to display video in multiple places: story rotator, video player, playlists, bio pages, release pages
- Built-in converter will upload your video into desired format
- YouTube clips may be integrated with video players on the site (option for those occasions when video is longer than 10 minutes)

### MOBILE PLATFORM

- PRESTOSPORTS will provide FOLSOM LAKE with a dynamically updated mobile platform that is driven by content from the website including live scoreboards, live statistics, stories, schedules, rosters, bios, photos, videos, staff directories, and other information
- Fans, coaches, students, alumni can get results, directions, follow live stats and access team information on FOLSOM LAKE from their mobile device

### FRONT ROW - MOBILE APP

Let your fans cheer on your team as if they were in the front row of your arena! The PrestoSports Front Row mobile application, available to fans for free on Android and iOS devices, allows your fans to get score updates, statistics and game recaps from the road or at the event.

Content in the app is dynamically updated as you update your website through the PrestoSports Network so you can keep your fans updated no matter where they are.

#### *APP FEATURES*

- Box scores and recaps from your latest events
- Live stats
- News headlines
- Twitter integration
- Photo galleries
- Easy access to your mobile website

#### *DESIGN FEATURES*

- Interactive interface allows users to focus on their favorite teams
- Event-centric design puts the latest scores and upcoming games where fans can easily find them
- Branded to your school or conference

Front Row provides all the event information your fans are looking for on game day. Even if they can't be there, with our mobile app, FOLSOM LAKE fans will feel like they are in the front row.





### ONLINE MERCHANDISE STORE

- Sell official athletic merchandise via vendor selected by FOLSOM LAKE
- Offers a secure online transaction environment
- Store lives within the FOLSOM LAKE web site
- Sponsorship opportunities to maximize revenue
- Via back-end tool, FOLSOM LAKE can track sales daily
- Web and phone support available to customers

### ONLINE AUCTIONS

- PRESTOSPORTS will work with FOLSOM LAKE to create and host online auctions
- Auction will live on the official athletic site providing FOLSOM LAKE users with a custom-branded auction interface
- User required to complete demographic/credit card information prior to bidding, thus providing FOLSOM LAKE access to demographic information

### PHOTO GALLERIES

- Display photos in visually appealing format
- Different photo viewing options available (i.e. slideshow, thumbnails, etc.)

### PHOTO STORE

- Allows FOLSOM LAKE to monetize photo galleries
- Implementation of "Buy Now" function
- Seamless process to post photos for sale

### ADVERTISING/SPONSORSHIPS

- FOLSOM LAKE retains 100 percent of revenue from ads sold by FOLSOM LAKE
- PRESTOSPORTS' national advertising program is optional
- If FOLSOM LAKE chooses to participate, PRESTOSPORTS will not sell to advertisers that conflict with any pre-existing exclusive FOLSOM LAKE sponsor categories
- FOLSOM LAKE has approval rights for all campaigns sold by PRESTOSPORTS
- Ability to track ad impressions daily

The screenshot shows a web form titled 'WILLIAMS PROSPECTIVE STUDENT FORM'. The form is divided into several sections: 'Personal Information' (Last Name, First Name, MI, Nickname, City, State/Prov., ZIP/Postal Code, Country, Home Phone), 'Family Information' (Father's Name, Occupation, College Attended, Mother's Name, Occupation, College Attended), 'Gender' (Male/Female), 'Financial Aid Applicant?' (Yes/No), 'Alumni Information' (High School, Street Address, Phone, City, State/Prov., ZIP/Postal Code, Country), and 'Year of HS Graduation' (Year, Class Rank, # of Students in Class, G.P.A., Grade). There are also checkboxes for 'SAT verbal' and 'SAT writing'.

### PROSPECTIVE STUDENT ATHLETES/ONLINE FORMS

- Build and maintain recruiting databases, "Where are they now?" questionnaires, and any other online forms
- Create customized recruiting forms for each individual sport
- Data can be exported easily
- Information may be sent to multiple email addresses
- Able to integrate with FrontRush

### ONLINE REGISTRATIONS

- Using PRESTOSPORTS' online forms feature, FOLSOM LAKE can create online registration forms on site
- These registrations pages can either be free signups (Student Clubs, Booster Organizations, etc.) or paid signups (register and pay online for the Hall of Fame dinner, end of season sports banquet, etc.)
- Data is automatically collected in backend and can be downloaded to an Excel spreadsheet to be used by FOLSOM LAKE as needed
- Revenue share payments are sent monthly to FOLSOM LAKE
- All data collected is secured and is property of FOLSOM LAKE

### CUSTOMER SERVICE

- Support team is led by AnnMarie Person; formerly served as SID for the University of Connecticut women's basketball team and Communications Director for the A-10 Conference
- FOLSOM LAKE will have access to Support on a 24/7 basis via email and/or phone
- A team of seven individuals are trained to answer any and all questions FOLSOM LAKE will have pertaining to your site
- Support team will provide FOLSOM LAKE with ongoing support of athletics staff and further training as new features are launched

### NETWORK ADVANTAGES

- Data from one web site (game score, box scores, schedules, standings, etc.) can be shared in real time with other sites within the PRESTOSPORTS network
- Allows fans, coaches, media, etc., to be better served
- Conference web sites can be updated automatically; reduces workload for athletic departments
- Eliminates the need for redundant information input
- Improves efficiency for institutions and conferences

### TECHNOLOGY and SUPPORT

- PRESTOSPORTS' partner web sites are hosted on a sophisticated technology infrastructure, which includes a nearly 100 percent performance rate as well as the following:
  - Weekly upgrades to back-end tool providing most updated technology
  - Most reliable and scalable hosting platform in the industry
- System checks are performed on all servers every minute of the day
- Real-time backup system in place at multiple data centers

**SUMMARY OF TERMS & REVENUE SHARE**

Service	Description	Cost
Core Package	<ul style="list-style-type: none"> <li>• Custom designed site</li> <li>• Unlimited use of Content Management System</li> <li>• FanZONE Feature</li> <li>• Social Media Integration Feature</li> <li>• QR Code Generator</li> <li>• Integration with the CCCAA</li> <li>• Stats Entry Software</li> <li>• Enhanced Statistics Platform</li> <li>• Email Marketing Tool/Newsletter</li> <li>• Text Messaging Feature</li> <li>• Mobile Platform</li> <li>• 24/7 Support</li> <li>• Upgrades to platform available at no additional cost</li> <li>• Prospective Student Athlete/Online Forms</li> <li>• Online Auctions (85% to FOLSOM LAKE)</li> <li>• Online Merchandise Store (85% to FOLSOM LAKE/Vendor)</li> <li>• Online Photo Store (Revenue Share TBD)</li> <li>• Online Registrations (92% to FOLSOM LAKE)</li> <li>• Ads sold by FOLSOM LAKE (100% to FOLSOM LAKE)</li> <li>• Ads sold by PRESTOSPORTS (50% to FOLSOM LAKE) - Optional</li> </ul>	<p>\$2,500 - Year #1 \$2,500 - Year #2 \$2,750 - Year #3</p> <p>Includes yearly \$1,000 CCCAA discount</p>
<b>ADDITIONAL FEATURES AVAILABLE</b>		
Live Stats	Available for the following sports: football, basketball, soccer, field hockey, volleyball, baseball, softball, ice hockey, and lacrosse	\$250 per sport
Front Row	Available in the Apple App store and on Google Play, the Front Row mobile app will provide your fans with the most updated information on your athletic program	\$1,000 per year
Video Streaming	<p><b>Option #1 - <u>Free model</u></b>; No charge to fans or school for unlimited number of viewers (advertiser supported)</p> <p><b>Option #2 - <u>Pay-Per-View model</u></b>; \$25 per event fee (waived depending on subscriber numbers); school receives 50% of subscription revenue; PPV cost is determined by school but must be more than \$6 per game; packages can also be created</p> <p><b>Option #3</b> - link out to another provider at no cost</p>	

**NOTE: The terms of this proposal are valid through December 31, 2014**



# VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: Ted Bardach

NAME OF FIRM <u>Presto Sports, Inc.</u>		FEDERAL ID# OR SOCIAL SECURITY # <u>51-0556174 1</u>	
MAILING ADDRESS <u>451 Hungerford Dr. Suite 608 Rockville MD 20850</u>		REMIT ADDRESS <u>Same</u>	
PHONE <u>301-560-0803</u>	FAX <u>509-756-5501</u>	EMAIL <u>ted@prestosports.com</u>	

WEBSITE	ORGANIZATION CLASSIFICATION <small>(Check all that apply)</small>																	
	<input type="checkbox"/> Individual	<input type="checkbox"/> MBE																
	<input type="checkbox"/> Partnership	<input type="checkbox"/> WBE																
	<input type="checkbox"/> Non Profit	<input type="checkbox"/> DVBE																
<table border="1"> <thead> <tr> <th colspan="3">AUTHORIZED COMPANY REPRESENTATIVES</th> </tr> <tr> <th>Name</th> <th>Title/Capacity</th> <th>Email</th> </tr> </thead> <tbody> <tr> <td><u>Serge Knystantos</u></td> <td><u>CEO</u></td> <td><u>Serge@prestosports.com</u></td> </tr> <tr> <td><u>Ted Bardach</u></td> <td><u>Vice President</u></td> <td><u>ted@prestosports.com</u></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>			AUTHORIZED COMPANY REPRESENTATIVES			Name	Title/Capacity	Email	<u>Serge Knystantos</u>	<u>CEO</u>	<u>Serge@prestosports.com</u>	<u>Ted Bardach</u>	<u>Vice President</u>	<u>ted@prestosports.com</u>				<input checked="" type="checkbox"/> <b>DE</b> Corporation (List State Incorporated)
AUTHORIZED COMPANY REPRESENTATIVES																		
Name	Title/Capacity	Email																
<u>Serge Knystantos</u>	<u>CEO</u>	<u>Serge@prestosports.com</u>																
<u>Ted Bardach</u>	<u>Vice President</u>	<u>ted@prestosports.com</u>																
Contractor's License #																		
Collect CA Tax (circle one)			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>															

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
<u>Athletic website Provider</u>		

<b>VENDOR CERTIFICATION</b> I certify that all statements contained herein are correct. I understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios, nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. I understand the requirements for fulfilling and invoicing orders. I further certify this firm is an equal opportunity employer. <u>TR</u> INITIALS	<b>OTHER BUSINESS INFORMATION</b>		
	Payment Terms <u>30 days</u>	Discounts Extended <u>N/A</u>	
	Refund/Returns <u>N/A</u>		
	<u>Ted R Bardach</u> SIGNATURE	<u>VP</u> TITLE	<u>6-16-2014</u> DATE

LOS RIOS PURCHASING ONLY:  
www.losrios.edu

CLEAR FORM/RESET

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>PrestoSports, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>451 Hungerford Drive, Suite 608</b> City, state, and ZIP code <b>Rockville, MD 20850</b>	Requester's name and address (optional)
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																					
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																			
Social security number																					
<p><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">4</td> </tr> </table>	Employer identification number									5	1		-	0	5	5	6	1	7	4
Employer identification number																					
5	1		-	0	5	5	6	1	7	4											

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol>	
<p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>	
<b>Sign Here</b>	Signature of U.S. person ▶ Date ▶ <b>5/17/2013</b>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**APPLICATION SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into on JUNE 12, 2014, between PrestoSports ("Licensor"), with its principal place of business located at 451 Hungerford Drive, Suite 608, Rockville, MD 20850, and Los Rios Community College District - Folsom Lake College ("Licensee"), with its principal place of business located at 10 College Parkway, Folsom, California, 95630, and shall be effective as of SEPTEMBER 1, 2014 (the "Effective Date").

**RECITALS**

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's Application Server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this Agreement.


NOW, THEREFORE, Licensor and Licensee agree as follows:

**1. Grant of License**

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and execute PrestoSports (the "Software") on Licensor's hardware and software used to provide the Software (the "Application Server") over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

**2. Use and Access**

- a. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Application Server for the purpose of using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.
- b. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws, including copyright and other intellectual property laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.
- c. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users, (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the Software through a single identification or password code being made available to multiple users on a network.
- d. See Exhibit A for information on storage and bandwidth limitations.

Licensee's Initials: 

**ORIGINAL**

**3. Price and Payment**

- a. Licensee will pay Licensor the fees for the license of the Software and access to Licensor's Application Server as set forth in Exhibit A.
- b. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, province, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

**4. Technical Support**

Technical support is described in detail on the attached Exhibit B (Service Level Agreement).

**5. Term and Termination**

- a. The initial term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years.
- b. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.
- c. Either party may terminate this Agreement (i) immediately upon written notice to the other party if either party shall become bankrupt or insolvent as evidenced by applicable governmental filings; or (ii) upon mutual written agreement of the parties.

**6. Ownership of Intellectual Property**

Title to any proprietary rights in the Software and Licensor's website will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

**7. Grant of Marks**

Licensee hereby grants to Licensor a non-exclusive, nontransferable, paid-up, worldwide license to use Licensee's Marks solely in conjunction with websites and mobile applications which shall, in part, promote Licensee's products and services and which services shall reside on Licensee's Website deploying Licensor's servers or such other mirror site servers as Licensor shall approve. Licensee hereby reserves any and all rights not expressly and explicitly granted in this Agreement, including Licensee's right to inspect and approve Licensor's manner of use of the Marks and to authorize or license use of the Marks or any other trademarks to any third party for use in connection with any goods and services. Licensor hereby acknowledges that Licensee is the owner of the Marks, agrees that it will do nothing inconsistent with such ownership and agrees that all use of the Marks by Licensor shall inure to the benefit of



Licensee. Licensor agrees that nothing in this Agreement shall give Licensor any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement.

**8. Confidentiality**

- a. Both parties acknowledge that in the course of performing under this Agreement and providing or receiving information pertaining to this Agreement each party may learn or receive certain confidential and proprietary information relating to the other party's business and other operations, policies, procedures, financial information, computer systems and materials memorializing such information ("Confidential Information"). Licensee specifically acknowledges that the Software and other data on Licensor's Application Server embodies logic, design and coding methodology that constitute Licensor Confidential Information. Licensor specifically acknowledges that all data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's Application Server constitutes Licensee Confidential Information. During the period this Agreement is in effect and at all times after its termination, each party and its employees and agents shall maintain the confidentiality of the other party's information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party shall retain sole ownership of its own Confidential Information.
- b. This obligation does not apply to information that: (i) is or becomes, through no act or failure to act on the part of the disclosing party, generally known or available; (ii) is already known by the receiving party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. In addition, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

**9. Warranty and Disclaimer**

Licensor warrants that the Software is developed and will perform in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials:   *Z*



10. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to this Agreement, performance hereunder or the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Each party will indemnify and hold harmless the other party against any claims incurred by such party arising out of or in conjunction with a breach of this Agreement by the indemnifying party, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Each party's total liability arising as a result of or related to this Agreement, performance hereunder or the use of the Software, regardless of cause or theory of recovery, shall not exceed the total amount of fees paid by Licensee to Licensor during the twelve-month period immediately preceding the occurrence, act or omission giving rise to the claim.

11. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

12. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld; provided, however, that Licensor may assign this Agreement as part of a transfer of substantially all of its business and assets related to performance of this Agreement. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

~~13. Arbitration; Governing Law~~

~~The parties shall settle any controversy arising out of this Agreement by arbitration in Montgomery County, Maryland, in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.~~

The parties agree that this Agreement and any dispute hereunder will be governed by and construed and interpreted in accordance with the laws of the State of ~~Maryland~~ <sup>California</sup>, excluding any choice-of-law principles that would permit application of the laws of a jurisdiction other than such state. The courts of ~~Maryland~~ <sup>California</sup> will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement.

**14. Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**15. Waiver and Modification**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both parties hereto.

**16. Web Hosting Acceptable Use Policy**

Web hosting and acceptable use policy is described in detail on the attached Exhibit C (Web Hosting Acceptable Use Policy).

**17. Survival**

The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, indemnification and limitation of liability, shall survive expiration or termination of this Agreement.

**18. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: PrestoSports

Client: Los Rios Community College District

By: \_\_\_\_\_

By: Theresa Matista

Print Name:

Print Name: ~~Jon Sharpe~~ Theresa Matista

Title:

Title: ~~Deputy~~ Vice Chancellor, Finance

Date:

Date:



**EXHIBIT A: SERVICES AGREEMENT**

**PREAMBLE**

This Services Agreement accompanies an Application Services Agreement (the "Agreement") that has been executed by the parties. All statements contained in this Services Agreement are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Services Agreement.

**1. Project Background**


Licensors will redesign and host the athletic website of Folsom Lake College for three (3) years using the PrestoSports software. The PrestoSports software is a content management system tailored for the needs of athletic organizations. It will allow athletic staff to manage an athletic website using a simple administrative website.

**2. Scope**

Schedule	Description
Phase I Planning (Two weeks)	<ul style="list-style-type: none"> <li>• Introduction to PrestoSports admin system (Licensor)</li> <li>• Schedule design call date and time (Licensor and Licensee)</li> <li>• Conduct design call (Licensor and Licensee)</li> <li>• Review and approve design notes (Licensee)</li> <li>• Upload necessary images (Licensee)</li> <li>• DNS (Licensor and Licensee)</li> </ul>
Phase II Artistic Design (Two weeks)	<ul style="list-style-type: none"> <li>• Default and training sites shared (Licensor)</li> <li>• Review of design revisions (three (3) rounds) and approval (Licensee)</li> <li>• For each rendition share with client new design (Licensor)</li> <li>• Training (Licensor and Licensee)</li> <li>• Data migration (Licensee)</li> </ul>
Phase III - Website Breakdown (Two weeks)	<ul style="list-style-type: none"> <li>• Continued data migration (Licensee)</li> <li>• Page set up for non-sport pages (Licensor)</li> <li>• Site breakdown and implementation of features (Licensor)</li> </ul>
Phase IV - Review and QC (Two weeks)	<ul style="list-style-type: none"> <li>• Continued data migration and training (Licensee)</li> <li>• Register URL to search engines (Licensor)</li> <li>• Implement any unique features (Licensor)</li> <li>• QC on site (Licensor)</li> </ul>

NOTE: Timeframes noted above are estimates

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials: 

3. Project Deliverables

- a. Site setup and hosting of athletic website.
- b. Website graphic design, including three (3) rounds of proofs. Any additional proofs requested will incur an additional cost of \$1,000 per round.
- c. Three (3) user accounts to manage the athletics website.

4. Costs

Year 1 SEPTEMBER 1, 2014-AUGUST 31, 2015

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$3,000.00
<b>TOTAL</b>	<b>\$3,000.00</b>

Year 2 SEPTEMBER 1, 2015-AUGUST 31, 2016

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$3,000.00
<b>TOTAL</b>	<b>\$3,000.00</b>

Year 3 SEPTEMBER 1, 2016-AUGUST 31, 2017


Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$3,250.00
<b>TOTAL</b>	<b>\$3,250.00</b>

5. Storage and Bandwidth

Licensee is allocated five (5) GB of space on the Application Server for storage of data necessary for use of the Software. Licensee is also provided bandwidth transfer capacity of fifty (50) GB/month.

Additionally, Licensee is granted ten (10) GB of storage space on the media server for storage of video and other media files. In addition, Licensee is provided with a monthly transfer of two hundred and fifty (250) GB/month specifically for video playback and podcasting.

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850  
Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials: 



If Licensee exceeds its storage or bandwidth limit, Licensor must notify Licensee that it has exceeded the allowed storage or bandwidth limit.

Licensee will have 30 days from the date of the notice to address their data size or bandwidth usage.

**6. Invoices**

All invoices for the total contract year value will be sent on SEPTEMBER 1 of the contract year.

**7. Payment**

Payment is due thirty (30) days after date of invoice. Licensee may not withhold any amounts due hereunder and Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and a half (1.5) percent per month or fraction thereof until paid.

**EXHIBIT B: SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when Licensee's account is in good financial standing.

**1. Downtime**

- a. For purposes of this Agreement, a Unit of Downtime is one period of at least one (1) hour during which access to Licensee's website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of Licensor's reasonable control, (ii) problems resulting from any actions or inactions by Licensee or any third party, (iii) problems resulting from Licensee's equipment and/or third party equipment not within Licensor sole control, or (iv) network unavailability during scheduled maintenance of Licensor network and/or web servers.
- b. In any calendar month, Licensor guarantees that Downtime will not exceed four (4) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 2am & 8 am EST. Licensor works to ensure the functioning of all web servers through continuous monitoring by Licensor's staff.
- c. If Downtime exceeds four (4) Units of Downtime in any calendar month, Licensor will, upon Licensee's written request, credit Licensee's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.
- d. To receive Downtime Credit, Licensee must request such credit by sending an email to support@prestosports.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Licensee's final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to Licensee within thirty (30) days of the expiration of Licensee's service agreement.

**2. Technical Support**

A member of Licensor's technical support help desk staff will be available to assist Licensee with problems and questions regarding the hosting services. Licensor will supply telephone and/or email support to Licensee regarding the hosting services 8 am & 5 pm ET. Additional on-call support is given to Licensee during non-business hours, nights, weekends and all holidays.

Licensee may contact Licensor's technical support help desk via email at support@prestosports.com, or by telephone at 301.656.5504. Licensor may, from time to time, develop additional methods for Licensee to contact the help desk, and will make information regarding such methods available at Licensor's website.



**EXHIBIT C: WEB HOSTING ACCEPTABLE USE POLICY**

This Acceptable Use Policy sets forth guidelines relating to the types of content that Licensee may upload to the website under Licensee's agreement with Licensor for web hosting services (the "Services"). Licensor may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. Licensor will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Licensee's violation of this Acceptable Use Policy may result in the suspension or termination of either Licensee's access to the Services and/or Licensee's account or other actions as detailed in the Application Service Agreement.

**1. Acceptable Use**

The following constitute violations of this Acceptable Use Policy:

- a. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- b. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- c. Using the Services to harm, or attempt to harm, minors in any way.
- d. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- e. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- g. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- h. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- i. Reselling the Services without the prior written authorization of Licensor.



- j. Using the Services to send (unsolicited commercial email) spam.
- k. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

**2. Reporting of Violations of This Acceptable Use Policy**

Licensor requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to support@prestosports.com.

**3. Revisions to This Acceptable Use Policy**

Licensor may revise, amend or modify this Acceptable Use Policy at any time and in any manner with prior written notice to Licensee of such changes.

**Thiessen, Levi**

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**From:** Harrell, Kim  
**Sent:** Tuesday, November 25, 2014 11:51 AM  
**To:** Thiessen, Levi; Raines, Christopher  
**Cc:** Plews, Jeanne; Harman, Joany  
**Subject:** Presto website received

Good afternoon,

We have received the Presto website. Please process an online receiver.

Thank you,



**Kim Harrell, Ph.D.** | Dean of Workforce Development, Kinesiology, Health, & Athletics  
Folsom Lake College | 10 College Parkway | Folsom, CA 95630  
p. 916.608.6686 | f. 916.608.6761 | harrelk@flc.losrios.edu

*PRESTO SPORTS, INC  
PO: 0001077684  
RCVR: 0001067078  
11/25/14 LMT*

ENTERED  
*closed*