

# Los Rios Community College District

**PURCHASE ORDER NO 0001123832**

Purchasing: (916)568-3071  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

**PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO**

**Supplier:** 0000041070  
SYNERGY SPORTS  
1004 COMMERCIAL AVE PMB 264  
ANACORTES WA 98221

**email:** invoice@synergysportstech.com

<b>Date</b> 09/29/2022	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Method
<b>Reference:</b> 1039073 MOLLETA HANEYB		<b>Location / Dept</b> 04ADMN

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

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
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	FOUNDATION SERVICES- VIDEO DATABASE-COLLEGE WITH PLAYER MOBILE ACCESS; MARKET: BASKETBALL-WOMEN SERVICE START 7/1/22 TO SERVICE END 6/30/23	1.00 EA	900.00	900.00	09/29/2022
2- 1	FOUNDATION SERVICES-VIDEO DATABASE-COLLEGE WITH PLAYER MOBILE ACCESS; MARKET: BASKETBALL-MEN SERVICE START 7/1/22 TO SERVICE END 6/30/23	1.00 EA	900.00	900.00	09/29/2022

PRE PAY TWO RENEWAL INVOICES:

INVOICE# 33113 - FLC WOMENS BASKETBALL  
INVOICE# 33118 - FLC MENS BASKETBALL

<b>Sub Total Amount</b>	1,800.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	1,800.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5603	12	FL.VI.KINE	08700	00000	700P	1,800.00	2023

0001039073MCKECHND28-SEP-2022

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**

*Kim Carrillo*

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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

PURCHASE ORDER NO 0001123832

Purchasing: (916)568-3071  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
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SYNERGY SPORTS  
1004 COMMERCIAL AVE PMB 264  
ANACORTES WA 98221

**email:** invoice@synergysportstech.com

<b>Date</b> 09/29/2022	<b>Revision</b>	<b>Page</b> 2
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Method
<b>Reference:</b> 1039073 MOLLETA HANEYB		<b>Location / Dept</b> 04ADMN

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

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
1919 Spanos Court  
Sacramento CA 95825-3981  
United States

**Tax Exempt?** N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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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 email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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**Authorized Signature**  
AUTHORIZED SIGNATURE ON PO TOTAL PAGE

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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 per 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 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements 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. LRCCD insurance requirements can be viewed on the following website [www.losrios.edu/purchasing](http://www.losrios.edu/purchasing).
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 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, CONTRACTOR's 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

# Requisition

**Supplier:** SYNERGY SPORTS                              0000041070  
 1004 COMMERCIAL AVE PMB 264  
 ANACORTES WA 98221  
 United States

**email:** invoice@synergysportstech.com

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630

<b>Business Unit: GENFD      OPEN</b>	
Req ID: 0001039073	Date: 09/23/2022
Page 1	
Requisition Name: SYNERGY FLC M/W BSKT	
Requester: Alison Mollet	
Requester Signature: _____	
Buyer: Brenda Haney	
Approved: _____	
Entered By: M.J                              23-SEP-2022	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	FOUNDATION SERVICES- VIDEO DATABASE-COLLEGE WITH PLAYER MOBILE ACCESS; MARKET: BASKETBALL-WOMEN SERVICE START 7/1/22 TO SERVICE END 6/30/23	1	EA	900.00	900.00	
2-1	FOUNDATION SERVICES-VIDEO DATABASE-COLLEGE WITH PLAYER MOBILE ACCESS; MARKET: BASKETBALL-MEN SERVICE START 7/1/22 TO SERVICE END 6/30/23	1	EA	900.00	900.00	

1,800.00 Sub-total  
139.50 Est. tax

Total Requisition Amount:                      1,939.50

PAYMENT FOR:  
 W BASKETBALL INVOICE# 33113 DATED 8/8/22  
 M BASKETBALL INVOICE# 33118 DATED 8/8/22

PLEASE REMOVE CALCULATED TAX AMOUNT ON OLR.

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5603	12	FL.VI.KINE	08700	00000	700P	1,800.00

**Purchases Charged to Catagorical Programs, Grants or Special Project.**

Program Name: LOTTERY  
 Project Grant: 700P  
 Program Director: MATT WRIGHT  
 Program Goal: INSTRUCTIONAL SOFTWARE

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>

# Invoice



**SYNERGY SPORTS**

A division of sportradar

Synergy Sports Technology LLC  
 1004 Commercial Ave. PMB 264  
 Anacortes WA 98221  
 United States  
 Email: Synergy-Invoice@Sportradar.com  
 Billing Phone: 425-320-4777  
 TECH SUPPORT: 1-800-411-1627  
 Support@Synergysports.com

Invoice Date	Invoice #	Due Date	Terms
8/8/2022	33113	9/7/2022	Net 30
Service Start	Service End	Client PO	
7/1/2022	6/30/2023		

Bill To	Ship To	Ordered By
Folsom Lake College 10 College Parkway Folsom CA 95630 United States	Folsom Lake College 10 College Parkway Folsom CA 95630 United States	Ali Mollett

Quantity	Item	Rate Per Unit	Discount	Amount
1	Foundation Services - Video Database - College with Player Mobile Access Market: Basketball : Women	\$1,500	\$-600.00	\$900.00

Total	\$900.00
Tax	\$0.00
<b>Amount Due</b>	\$900.00
Payments	(\$0.00)
Credits	
<b>Balance Due</b>	\$900.00

Invoices not paid in full or paid according to a pre-approved schedule within 60 days, will result in service disruption or access until payment is received

# Payment Instructions

Synergy offers the following payment options for your convenience:



1004 Commercial Ave PMB 264  
Anacortes, WA 98221-4117

## **NEW**—CREDIT CARD and ACH PAYMENTS:

If you wish to pay by credit card or ACH (direct deposit), please copy and paste the link below to our new E-Bill Express Portal and follow the prompts to make your payment. Please have the **Invoice Number** available. Remember to choose **"Synergy Sports"** in the **Division Generating Invoice** field. A receipt will be sent automatically. Watch for an email from E-BillExpress@E-BillExpress.com. If you have more questions, click the **FAQ** at the bottom of the E-Bill page or contact us.

**E-Bill link:** <https://www.e-billexpress.com/ebpp/sportradar/>

## **PAYMENT BY CHECK:**

Make Payable to: **Synergy Sports**  
Mail to: Attn: Accounts Receivable  
1004 Commercial Ave PMB 264  
Anacortes, WA 98221-4117

**Canadian Customers:** If paying by check, the check should either be drawn on a US Funds account (and stated on the check), or the words **"US Dollars"** or **"US Funds"** should be printed (*not handwritten*) on the check near the dollar amount to be accepted by our bank.

## **PAYMENT BY BANK WIRE (USD funds required)**

Wire Routing Transit Number: **121000248**  
SWIFT Code: **WFBIUS6S**  
Bank Name: Wells Fargo Bank  
Bank Address: 420 Montgomery St, San Francisco, CA 94104  
Account Number: **3512878913** (The USA does not use IBANs. Please use this account number)  
Title of Account: **Synergy Sports Technology**  
Remit Notification: **Synergy-Invoice@Sportradar.com**

For more information, please contact:  
Accounts Receivable at: **Synergy-Invoice@Sportradar.com** or call: **1-425-320-4777** (Billing)  
24-Hour Tech Support: **1-800-411-1627**

**Thank You for Your Business!**

## TERMS OF USE AGREEMENT



- 1. Grant of License.** Upon payment in full of the amount shown in the invoice (“Invoice”) presented with this Terms of Use Agreement (“Agreement”), Synergy Sports Technology, LLC (“SST”) grants the entity named on the Invoice (“Client”) a non-exclusive, non-transferable right and license to use SST’s proprietary technology and software described in the Invoice (“SST Services”) for the period of time identified by the “Service Start” and “Service End” dates on the Invoice, which period of time shall serve as the term of this Agreement (“Term”). All licenses granted by SST hereunder shall be coterminous with the Term.
- 2. License Fee.** The fee for the SST Services license is the amount shown as “Total” on the Invoice (“License Fee”). Payment is due within 30 days of the Invoice date.
- 3. Sales Tax.** In addition to the License Fee, Client shall be responsible for paying any federal, state or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes (“Taxes”). Taxes may be invoiced separately and in addition to the fees set forth on the original invoice if SST is not aware of the Taxes when the Invoice is initially issued.
- 4. Authorized Use.** The SST Services are authorized for use only: (i) by Client’s coaches, managers, and scouts (“Authorized Users”) engaged in the sport or sports depicted in the SST Services (each a “Subject Sport”); and (ii) for the purposes of coaching, scouting, and player development. Client shall not use the SST Services for any other reason or permit any unauthorized person to access the SST Services.
- 5. Footage.** Client agrees to upload to SST digital video and associated data of all Subject Sport games produced by or on behalf of Client (the “Footage”). Client hereby grants SST a non-exclusive, royalty-free, irrevocable, transferable, perpetual license to use the Footage in conjunction with the SST Services and other SST products and services, including the right to create derivative works that incorporate the Footage.
- 6. Training.** As mutually agreed by the parties, SST will conduct telephonic or web-based training sessions to familiarize Client’s personnel with the use and operation of the SST Services.
- 7. Confidential Information.** Each party agrees to treat any confidential or proprietary information of the other party including, without limitation, all player, scouting, and business information, records and other data related to the operations and competitive activities of the disclosing party, including but not limited to the specific financial terms of this Agreement (collectively, “Confidential Information”), as strictly confidential, and neither party will disclose the Confidential Information of the other party, except as required by law or as otherwise approved by the advanced written consent of the other party.
- 8. Limitation on Damages.** SST’s liability for damages shall not exceed the amount that Client has paid SST during the Term. In no event shall SST be liable for any consequential or incidental damages, including but not limited to any loss resulting from the failure of Client to be able to use SST Services.
- 9. Indemnification.** Each party will indemnify, defend and hold harmless the other party from and against any loss, claim, cost or damage, including court awards, damages and reasonable attorneys’ fees, in the event any claim, cause of action, or lawsuit or other like proceeding is asserted against the other party arising out of any: (i) material breach of this Agreement; (ii) negligence or willful misconduct of the indemnifying party; (iii) violation of applicable law, or (iv) reasonable claim of infringement of any third party’s intellectual property rights, right of publicity, or privacy rights. This Section shall survive any termination or expiration of the Agreement.

# Invoice



**SYNERGY SPORTS**

A division of sportradar

Synergy Sports Technology LLC  
 1004 Commercial Ave. PMB 264  
 Anacortes WA 98221  
 United States  
 Email: Synergy-Invoice@Sportradar.com  
 Billing Phone: 425-320-4777  
 TECH SUPPORT: 1-800-411-1627  
 Support@Synergysports.com

Invoice Date	Invoice #	Due Date	Terms
8/8/2022	33118	9/7/2022	Net 30
Service Start	Service End	Client PO	
7/1/2022	6/30/2023		

Bill To	Ship To	Ordered By
Folsom Lake College 10 College Parkway Folsom CA 95630 United States	Folsom Lake College 10 College Parkway Folsom CA 95630 United States	Bill Benford

Quantity	Item	Rate Per Unit	Discount	Amount
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Total	\$900.00
Tax	\$0.00
<b>Amount Due</b>	\$900.00
Payments	(\$0.00)
Credits	
<b>Balance Due</b>	\$900.00

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Anacortes, WA 98221-4117

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**E-Bill link:** <https://www.e-billexpress.com/ebpp/sportradar/>

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Mail to: Attn: Accounts Receivable  
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Anacortes, WA 98221-4117

**Canadian Customers:** If paying by check, the check should either be drawn on a US Funds account (and stated on the check), or the words **"US Dollars"** or **"US Funds"** should be printed (*not handwritten*) on the check near the dollar amount to be accepted by our bank.

## **PAYMENT BY BANK WIRE (USD funds required)**

Wire Routing Transit Number: **121000248**  
SWIFT Code: **WFBIUS6S**  
Bank Name: Wells Fargo Bank  
Bank Address: 420 Montgomery St, San Francisco, CA 94104  
Account Number: **3512878913** (The USA does not use IBANs. Please use this account number)  
Title of Account: **Synergy Sports Technology**  
Remit Notification: **Synergy-Invoice@Sportradar.com**

For more information, please contact:  
Accounts Receivable at: **Synergy-Invoice@Sportradar.com** or call: **1-425-320-4777** (Billing)  
24-Hour Tech Support: **1-800-411-1627**

**Thank You for Your Business!**

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- 2. License Fee.** The fee for the SST Services license is the amount shown as “Total” on the Invoice (“License Fee”). Payment is due within 30 days of the Invoice date.
- 3. Sales Tax.** In addition to the License Fee, Client shall be responsible for paying any federal, state or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes (“Taxes”). Taxes may be invoiced separately and in addition to the fees set forth on the original invoice if SST is not aware of the Taxes when the Invoice is initially issued.
- 4. Authorized Use.** The SST Services are authorized for use only: (i) by Client’s coaches, managers, and scouts (“Authorized Users”) engaged in the sport or sports depicted in the SST Services (each a “Subject Sport”); and (ii) for the purposes of coaching, scouting, and player development. Client shall not use the SST Services for any other reason or permit any unauthorized person to access the SST Services.
- 5. Footage.** Client agrees to upload to SST digital video and associated data of all Subject Sport games produced by or on behalf of Client (the “Footage”). Client hereby grants SST a non-exclusive, royalty-free, irrevocable, transferable, perpetual license to use the Footage in conjunction with the SST Services and other SST products and services, including the right to create derivative works that incorporate the Footage.
- 6. Training.** As mutually agreed by the parties, SST will conduct telephonic or web-based training sessions to familiarize Client’s personnel with the use and operation of the SST Services.
- 7. Confidential Information.** Each party agrees to treat any confidential or proprietary information of the other party including, without limitation, all player, scouting, and business information, records and other data related to the operations and competitive activities of the disclosing party, including but not limited to the specific financial terms of this Agreement (collectively, “Confidential Information”), as strictly confidential, and neither party will disclose the Confidential Information of the other party, except as required by law or as otherwise approved by the advanced written consent of the other party.
- 8. Limitation on Damages.** SST’s liability for damages shall not exceed the amount that Client has paid SST during the Term. In no event shall SST be liable for any consequential or incidental damages, including but not limited to any loss resulting from the failure of Client to be able to use SST Services.
- 9. Indemnification.** Each party will indemnify, defend and hold harmless the other party from and against any loss, claim, cost or damage, including court awards, damages and reasonable attorneys’ fees, in the event any claim, cause of action, or lawsuit or other like proceeding is asserted against the other party arising out of any: (i) material breach of this Agreement; (ii) negligence or willful misconduct of the indemnifying party; (iii) violation of applicable law, or (iv) reasonable claim of infringement of any third party’s intellectual property rights, right of publicity, or privacy rights. This Section shall survive any termination or expiration of the Agreement.