



## MASTER SERVICES AGREEMENT

SIDEARM Sports, LLC | 109 S. Warren Street, Suite 600 | Syracuse, NY 13202

Effective Date 6/5/2020

**Client Name:** Longwood University Athletics

**Client Address:** 201 High Street, Farmville, VA 23909

**Client Contact Name:** Chris Cook **Phone:** (434) 395-2718

**Client Contact Title:** Assistant VP/Athletics Communications **Email:** cookcc@longwood.edu

This Master Services Agreement together with each applicable exhibit (each an "Exhibit") (collectively, the "Agreement") which is hereby incorporated, collectively comprises the Agreement made by and between SIDEARM Sports, LLC ("SIDEARM") and Longwood University Athletics ("Client"), where SIDEARM and Client are each (a "Party") and together (the "Parties").

**NOW, THEREFORE**, in consideration of the Parties' mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- SERVICE FEES AND COMPENSATION.** In consideration for the services provided by SIDEARM to Client, the Parties agree to the financial terms shown on each Exhibit.
- TERM.** This Agreement shall commence on the Effective Date shown above and shall continue in effect for the term specified in each Exhibit. This Agreement shall remain in effect until all Exhibits to this Agreement have expired or been terminated as provided for therein.
- SERVICES.** The service to be provided by SIDEARM under this Agreement shall consist of the setup and operation of an online service platform and mobile applications with related functionality as further described in each Exhibit (the "Service"). Nothing in this Agreement will be deemed to prohibit or limit SIDEARM's right to perform similar services for any other party during or after the term of this Agreement.
- CLIENT RESPONSIBILITIES.** Client shall be responsible for all content and information of any type or form, which is provided by Client or otherwise made available by Client (the "Content"). Client shall allow for display of a "powered by" SIDEARM logo(s) and a link to SIDEARM's website, privacy policy and terms of use at the bottom of each page on the Client service. Client agree that the Service will be provided in accordance with SIDEARM's privacy policy and terms of use (as each may be updated from time to time during the term of this Agreement). Client agrees to work in good faith with SIDEARM to accomplish the objectives of the Agreement, including, providing prompt feedback and input when requested on any setup or implementation related services or other activities requiring input from Client and providing assistance as may be reasonably necessary for SIDEARM to efficiently deliver the Service to Client.
- GRANT OF LICENSE.** For the Term of this Agreement, SIDEARM hereby grants Client the non-exclusive right and license to utilize the Service only as specifically and explicitly authorized by this Agreement. For the Term of this Agreement, Client hereby grants SIDEARM the exclusive right and license to provide any services similar in nature to the Service provided herein and all other rights and licenses which may be necessary for SIDEARM to fulfill its responsibilities and obligations under this Agreement.
- INDEPENDENT CONTRACTOR.** SIDEARM is an independent contractor of Client. Accordingly, neither Party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either Party (i) be deemed an employee of the other Party, (ii) commit the other Party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other Party or a Person with the authority to commit the other Party to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including, without limitation, partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- COMPLIANCE WITH LAW.** Both Client and SIDEARM shall comply with all applicable federal, state, and local laws in connection with their respective performance under this Agreement.
- SIDEARM DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS.** Client understands and agrees that SIDEARM shall utilize its (and/or its affiliates') proprietary intellectual property in the development and delivery of the Service provided for herein. Accordingly, SIDEARM shall be the owner of the Service and any and all intellectual property rights therein contained (including but not limited to all patents, trademarks, know how, and business models), and, in further consideration for the rights granted herein to Client, Client hereby assigns to SIDEARM any and all rights, title and interest, including, without limitation, patents, copyrights, trade secrets and proprietary rights, in and to the materials created or developed by SIDEARM hereunder and required to be delivered to Client in connection with the Service (the "Deliverables"). The Deliverables shall not be deemed to be "works made for hire" under the U.S. (or any other jurisdiction's) copyright laws. Client agrees to give SIDEARM reasonable assistance to perfect such assignment of such rights, title and interest. Client will not and will not allow others to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any SIDEARM Service or Deliverable, except to the extent allowed under any applicable law.

9. **LIMITED SERVICE WARRANTY.** SIDEARM warrants that the Service will operate according to any specifications which may be provided or published by SIDEARM. If it is determined that the Service does not operate according to such specifications, SIDEARM's only responsibility will be to use its commercially reasonable efforts, consistent with industry standards, to cure the defect. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE MADE BY SIDEARM.
10. **INFRINGEMENT.** SIDEARM warrants and represents that the Service and the Deliverables do not, and Client warrants that the Content does not, infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. To the extent permitted by applicable law, each Party will indemnify, defend and hold the other Party harmless from and against all third-party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs ("Losses"), which the indemnified party may suffer or incur arising from any claim or action alleging that the Service, Deliverables, or Content (as applicable) infringe any U.S. copyright, trade secret, patent, or other proprietary or intellectual property right. The indemnifying party shall, upon the indemnified party's demand, promptly and diligently, defend at its own risk and expense, all such claims for which the indemnifying party is responsible under this Section, and further to the indemnifying party's indemnification obligations, the indemnifying party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The indemnified party shall cooperate with the indemnifying party in such defense and may have counsel of its own choosing and its own expense, provided that the indemnified party may not enter into any settlement without the indemnifying party's prior written approval. In the event of any third-party claim against Client in respect of the Service or the Deliverables, SIDEARM, at its option, may (i) obtain the right to use the Deliverables without obligation on the part of Client to the owner of the allegedly infringed intellectual property, (ii) modify the Service and/or Deliverables, without materially diminishing the functionality or performance, thereof, to become non-infringing or (iii) discontinue the use of infringing Service or Deliverables.
11. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL OR FOR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF A REPRESENTATIVE OF THE PARTY ALLEGEDLY LIABLE WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITH THE SOLE EXCEPTION OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 HEREIN, AND CLIENT'S OBLIGATIONS IN SECTION 13, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ALONE OR IN THE AGGREGATE WITH OTHER CLAIMS) EXCEED THE TOTAL AMOUNT SIDEARM HAS RECEIVED UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FINDS IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
12. **ASSIGNMENT; AMENDMENT; WAIVER; SUBCONTRACTING.** (a) Client may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of SIDEARM. However, SIDEARM may assign this Agreement to any third party, provided that such party assumes the obligations of SIDEARM under this Agreement. Notwithstanding the foregoing, the public offering of a Party, a sale of a controlling interest in a Party, or a sale of substantially all the assets of a Party shall not constitute an assignment for purposes of this Section. (b) This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the Party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
13. **TAXES.** As between Client and SIDEARM, Client shall be solely responsible for determining and remitting on a timely basis all taxes that are required by law to be determined, collected and remitted to the applicable taxing authorities with respect to the collection of revenue from Client's customers (collectively "Taxes"). Client shall be solely responsible for filing returns and remitting Taxes to the applicable taxing authorities solely about the collection of revenue from the Client's customers. Client agrees to pay all penalties and/or interest imposed by the applicable authority relating to Taxes that result from the collection of revenue from the Client's customers.
14. **TERMINATION.** Either Party may terminate this Agreement (a) as a result of the material breach of any material term or condition of this Agreement by the other Party which has not been cured within thirty (30) days after receipt of notice of such breach, or unless substantial steps toward a cure have been undertaken within such thirty (30) day period and which breach is subsequently cured within sixty (60) days after receipt of such written notification or (b) upon mutual written agreement of the Parties.
15. **CONFIDENTIALITY.** Subject to any applicable law, "Confidential Information" shall include: (i) all prices, rates and other financial information related to the Service, (ii) all information relating to the customers of either Party, including customer lists, and (iii) all information one Party provides to the other which is clearly identified or which by its nature would reasonably be considered as confidential or proprietary. Confidential Information disclosed by either Party to the other shall be held by the recipient in confidence and not: (a) used by the recipient for personal advantage of any kind, or (b) made available for third parties to use. Each Party will direct its employees, contractors, consultants and representatives who have access to any Confidential Information to comply with all the terms of this Section. Each Party shall be responsible for any failure by any such employee, contractor, consultant or representative to comply with the terms of this Section. The following information shall not be Confidential Information if: (i) it is or becomes available to the public through no wrongful act of the receiving Party; (ii) it is already in the possession of the receiving Party and not subject to any agreement of confidence between the Parties; (iii) it is received from a third party without restriction for the benefit of the disclosing Party and without breach of

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confidentiality obligations or duties of such third party; (iv) it is independently developed by the receiving Party; (v) it is disclosed pursuant to a requirement of a duly empowered government agency, a stock exchange on which a Party's stock is or may be traded, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to the disclosing Party unless such notice is prohibited. Upon termination or expiration of this Agreement, the receiving Party shall at the disclosing Party's direction, either return or destroy all the disclosing Party's Confidential Information and so certify in writing. The obligations of this provision will survive for three (3) years after any termination or expiration of this Agreement.

16. **PUBLICITY.** Either Party shall have the right, upon mutual written agreement, to originate a news release, publicity or other public announcement, written or oral, factually relating to this Agreement. SIDEARM may list Client as a customer for marketing services and may use Client's logo in such identification.
17. **FORCE MAJEURE.** Neither Party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water or electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.
18. **CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW.** Exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the applicable state or federal courts of Syracuse, New York and the Parties expressly waive any objections to the same on any grounds, including, but not limited to, venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof.
19. **NOTICES.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed delivered on the date it is received at the address specified above for the Party, or in each case to such other persons or addresses as shall be designated by written notice.
20. **SEVERABILITY; SUPREMACY.** In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature line to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature line shall control.
21. **ENTIRE AGREEMENT.** This Agreement represents the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date shown above.

By: John Skolaski  
(SIDEARM Sports, LLC)

By: [Signature]  
(Client)

Printed Name: John Skolaski

Printed Name: M. Louise Waller

Title: EVP/Sales

Title: Vice President for Administration and Finance

Date: 7/21/2020

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

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Client Initials [Signature]

## SCOPE OF SERVICES EXHIBIT

This Scope of Services Exhibit (the "Services Exhibit"), hereby incorporated and made part of the Agreement, describes the terms and conditions related to website and mobile applications services provided by SIDEARM to Client and shall be subject to the additional terms and conditions set forth in the Agreement. Now, therefore the Parties hereby agree as follows:

1. **TERM.** This Services Exhibit shall commence on August 1, 2020 and shall expire on July 31, 2025 (the "Initial Term"), unless otherwise terminated as provided for herein.
2. **SERVICES.** For the duration of this Services Exhibit, SIDEARM shall provide commercial online digital services and functionality including design, hosting, content management tools, advertising sales and services, online store, online auction, one fan profile, mobile applications, and modules of functionality related to each item showing in Section 4 Revenue Sharing below. The following services are included:
  - SIDEARM Software and Support for athletic website
  - Client may do one (1) redesign anytime during the life of this agreement for

### 3. TIMELINE FOR DEVELOPMENT.

#### Phase 1 Planning (3-5 Business Days)

- Provide SIDEARM Sports with guidance on layout, features and direction for new site design through timeline process
- Provide SIDEARM Sports with your logos/photos/ and any other design materials
- Choose a domain if you do not already have one secured

#### Phase 2 Conception & Integration (55-65 Business Days)

- Based on assets CLIENT supplies, SS will create an initial prototype
- SS collects feedback from CLIENT based on initial prototype and makes necessary revisions
- CLIENT approves design (no changes may be made after this approval)
- SS begins work on creating customized graphic headers
- CLIENT & SS set launch date
- SS integrates approved design into SIDEARM Software
- SS begins work on creating customized graphic headers (if applicable)
- CLIENT will receive training on SIDEARM Software

#### Phase 3 Content (20-30 Business Days)

- SS works with CLIENT'S current provider to receive and import any approved data export
- Once trained, CLIENT adds content to the SIDEARM Software
- CLIENT informs SS when all content has been added

#### Phase 4 Launch (12-20 Business Days)

- SS completes final review of the site
- SS releases site to CLIENT to review prior to launch
- Launch of CLIENT'S new SS website based on agreed upon date
- SS setup Google analytics to gather website traffic information

#### Phase 5 Support (on-going)

- SS will address any technical or integration concerns expeditiously
- Ensure any critical issues are addressed immediately

### 4. COMPENSATION; FEES; CHARGES.

#### a. Service Fees:

August 1, 2020 – July 31, 2021  
August 1, 2021 – July 31, 2022  
August 1, 2022 – July 31, 2023  
August 1, 2023 – July 31, 2024  
August 1, 2024 – July 31, 2025

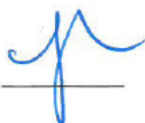
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5. **REVENUE SHARING.** The Parties agree to share revenue as indicated below.
- Subscriptions.**
  - Online Auctions**
  - Event Registrati**
  - Online Advertisi**
- All audio and files uploaded to SIDEARM will be stored for a period of twenty-four (24) months. It is recommended that CLIENT stores a local copy of audio/video files if they wish to have records beyond a 24-month period.
6. **ADVERTISING.** SIDEARM will provide reporting for all campaigns.
7. **WEBSITE TRAFFIC ASSIGNMENT.** Client agrees that the Client's website's traffic (e.g., the amount of data sent and received by Client's website's visitors) will be assigned to SIDEARM for purposes of syndicated audience measurement reports, and Client will cooperate with SIDEARM to effectuate such purpose, including executing all necessary and/or required assignment documents prepared by companies that provide syndicated audience measurement services.
8. **SUPPORT.** SIDEARM will provide the following support services.
- Support representatives via phone, email, or ticketing system.
  - Outside of hours below, critical support is available 24/7.
  - Software upgrades are provided at no charge and administered between 5:00 a.m. – 8:00 a.m. EST.
  - Academic Year Support Hours**
    - Normal Business Hours Support*
      - 8:00 a.m. – 6:00 p.m. ET
    - After Hours Support*
      - Monday – Thursday: 6:00 p.m. – 12:00 a.m. ET
      - Friday: 6:00 p.m. – 1:00 a.m. ET
      - Saturday: 10:00 a.m. – 1:00 a.m. ET
      - Sunday: 10:00 a.m. – 8:00 pm. ET
  - Non-Academic Year Support Hours:**
    - Monday – Friday: 8:00 a.m. – 6:00 p.m. ET
9. **UPTIME WARRANTY.** SIDEARM warrants that Client's website (i) will perform in accordance with these terms and conditions; (ii) will, on an aggregate basis, operate at least 99.7% of the time; and (iii) will maintain sufficient bandwidth for the requirements of the website. SIDEARM will establish and maintain the requisite system elements to measure and monitor such uptime calculation. The Parties acknowledge and agree that SIDEARM may perform regular maintenance with respect to the software and the hosted platform between the hours of 5:00 a.m. and 8:00 a.m. Eastern Time and that any such downtime, outages, or related issues will not count towards downtime pursuant to this section.
10. **CARRIER LINES.** Client acknowledges that access to the Website is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, servers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond SIDEARM's control. SIDEARM assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at Client's risk and is subject to all applicable local, state, national, and international laws.
11. **ACCESSIBILITY.** SIDEARM shall make all reasonable efforts to ensure the Client's website is compliant with Web Content Accessibility Guidelines (WCAG) 2.0 requirements. SIDEARM is not responsible for the WCAG 2.0 compliance of any content uploaded to the Client's website by Client or individuals, including but not limited to textual content, photos, graphics, audio, or video files.
12. **AFFILIATE.** SIDEARM is hereby authorized by Client to automatically display on a designated mutually agreed upon third party website ("Affiliate") via an embedded video player provided by SIDEARM any Content which is provided by Client for such purpose and any Content which Client makes available on the designated third-party Affiliate website.
13. **USE OF DATA.** SIDEARM is hereby authorized by Client to share information collected from users of the Services described in this Agreement to entities with whom SIDEARM has agreements, including but not limited to SIDEARM's parent company and affiliates, as outlined in SIDEARM's privacy policy, as amended from time to time.

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**COMMONWEALTH OF VIRGINIA AGENCY**  
**CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

**AGENCY NAME:** Longwood University

**CONTRACTOR NAME:** SIDEARM Sports, LLC

**TITLE OF CONTRACTOR'S FORM:** MASTER SERVICES AGREEMENT

**DATE:** 6/5/2020

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n)  individual proprietorship  association  partnership  corporation  governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the *Code of Virginia*, §2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;

7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. **Immigration:** Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986
18. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
  - (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
  - (iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - (iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.


All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.


19. The following terms are hereby incorporated by reference: a) The provisions required by Va. Code §2.2-4354 obligating Performer to make prompt payment to all subcontractors and provide University with a valid taxpayer identification number; b) the provisions required by Va. Code §2.2-4311.2 obligating Performer to comply if Performer is required by law to be authorized to transact business in the Commonwealth; and c) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Performer from discriminating in employment and Va. Code §2.2-4312 obligating Performer to provide a drug-free workplace.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract is subject to appropriations by the Virginia General Assembly.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by   
Title Vice President for Administration & Finance  
Printed Name M. Louise Waller

CONTRACTOR by   
Title EVP/Sales  
Printed Name John Skolaski



The table below shows a list of possible data elements and the supporting regulation or university requirement with each element(s) that the system/application/service hosted by the third-party vendor may create, obtain, transmit, process, or dispose of the subset of University Data known as “Personally Identifiable Information” according to the current Data Protection Addendum found at <http://solomon.longwood.edu/offices--departments/materiel-management--purchasing/>.

Please check the box(es) indicating the appropriate data elements used or if none, the box at the end. Return the completed form to the Project Management Office (PMO).

Data Elements		Justification, Policy and/or Regulation	Data Classification
<b>Regulatory</b>			
<input type="checkbox"/>	Name + Social Security Number (SSN) <b><u>Check all that apply:</u></b> <input type="checkbox"/> Employee <input type="checkbox"/> Student <input type="checkbox"/> Other	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Name + Driver's License Number	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Name + State ID Card Number	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Name + <a href="#">Financial Account Numbers</a> <sup>1</sup>	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Name + Passport number	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Name + Military ID number	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Taxpayer Identification number + Income Tax withheld	<a href="#">Code of Virginia § 18.2-186.6</a>	Restricted
<input type="checkbox"/>	Name + medical or mental health history, mental or physical condition, or medical treatment or diagnosis by a health care professional	<a href="#">Code of Virginia § 32.1-127.1:05</a>	Restricted
<input type="checkbox"/>	Name + health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.	<a href="#">Code of Virginia § 32.1-127.1:05</a>	Restricted
<input type="checkbox"/>	<a href="#">Debit or Credit Cardholder Data</a> <sup>2</sup>	<a href="#">Payment Card Industry (PCI) Security Standards Fair and Accurate Credit Transactions Act</a>	Restricted



<input type="checkbox"/>	<a href="#">Protected Health Information<sup>3</sup></a>	<a href="#">Health Insurance Portability and Accessibility Act (HIPAA)</a> <a href="#">Health Information Technology for Economic &amp; Clinical Health (HITECH) Act</a>	Restricted
<input type="checkbox"/>	<a href="#">Export Controlled Data<sup>4</sup></a>	<a href="#">International Traffic In Arms Regulations (ITAR)</a> <a href="#">Export Administration Regulations (EAR)</a>	Restricted
<input type="checkbox"/>	Student Loan Application Data	<a href="#">Gramm-Leach-Bliley Act (GLBA)</a>	Restricted
<input type="checkbox"/>	Financial Account Data Associated with Student Loans	<a href="#">Gramm-Leach-Bliley Act (GLBA)</a>	Restricted
<input checked="" type="checkbox"/>	None of the Above		

<sup>1</sup> Financial Account Numbers include, but are not limited to, bank account, credit or debit card number, in combination with access code; and security code or password that would permit access to an individual's financial account. [\(Return to table\)](#)

<sup>2</sup> Cardholder Data includes the primary card account number, cardholder name, service code (the 3- or 4-digit code on the front or back of a payment card), pin and expiration date. [\(Return to table\)](#)

<sup>3</sup> Protected Health Information includes the data below as it is used to associate patient health information: [\(Return to table\)](#)

- (A) Names
- (B) All geographic subdivisions smaller than a state, including street address, city, county, precinct, ZIP code and their equivalent geocodes, except for the initial three digits of the ZIP code if, according to the current publicly available data from the Bureau of the Census.
  - (1) The geographic unit formed by combining all ZIP codes with the same three initial digits contains more than 20,000 people; and
  - (2) The initial three digits of a ZIP code for all such geographic units containing 20,000 or fewer people is changed to "000"
- (C) All elements of dates (except year) for dates that are directly related to an individual, including birth date, admission date, discharge date, death date and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.
- (D) Telephone numbers
- (E) Fax numbers
- (F) Email addresses
- (G) Social Security numbers
- (H) Medical record numbers
- (I) Health plan beneficiary numbers
- (J) Account numbers
- (K) Certificate/license numbers
- (L) Vehicle identifiers and serial numbers, including license plate numbers
- (M) Device identifiers and serial numbers
- (N) Web Universal Resource Locators (URLs)
- (O) Internet Protocol (IP) addresses
- (P) Biometric identifiers, including finger and voice prints
- (Q) Full-face photographs and any comparable images
- (R) Any other unique identifying number, characteristic, or code, except as permitted.

<sup>4</sup> Export Controlled Data includes any information, data, and/or technology controlled under the licensing provisions of the International Traffic in Arms Regulations (ITAR) under 22 CFR 120-130, or the Export Administration Regulations (EAR) under 15 730-774. Export Controlled Data does not include public data or data that results from Fundamental Research. [\(Return to table\)](#)

**Application/Service Name:** Athletic Website

**Vendor Name:** SIDEARM Sports

**Vendor Representative:** John Skolaski  
(Print Name)

**Date:** 07/09/20