

Contract No. 25PR050

**Contract for Professional Services
between the
State of Washington
Washington Student Achievement Council
and
TeamSnap, Inc.**

This Contract is made and entered into by and between the state of Washington, Washington Student Achievement Council, hereinafter referred to as the "**AGENCY**," and the below named firm, hereinafter referred to as "**CONTRACTOR**."

TeamSnap, Inc., d.b.a. TeamSnap

2045 Grand Ave., Ste B

PMB 23554

Chicago, IL 60612-1577

Phone: 720.496.1059

Email: Nicole.McCormack@teamsnap.com

PURPOSE

The purpose of this contract is to provide a comprehensive youth sports sponsorship package for the Guaranteed Education Tuition (GET) program. The CONTRACTOR shall match WA529 with youth sports league sponsorship opportunities in designated market areas, as outlined in the Scope of Work.

The youth sports campaign should effectively reach families of children aged 5-13 years. WA529's primary target market is parents who are age 25-49, who have young children, have at least some college education and who have a household income greater than \$75,000/year. A secondary audience is grandparents of young children who have a household income greater than \$75,000/year.

WA529 encourages families to plan ahead for their students' future college expenses to increase financial independence, reduce the need for future student loans, and instill in their

students a college-going mindset. The GET 529 prepaid tuition program offers savers peace of mind because GET accounts are guaranteed to keep pace with in-state college tuition.

The Washington Student Achievement Council (WSAC) administers and supports WA529. The Washington State Investment Board oversees GET's investments. The five-member Committee on Advanced Tuition Payment and College Savings provides program governance and establishes policies for GET.

SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below and in CONTRACTOR's proposal dated May 31, 2023 (Exhibit B):
 - By November 1, 2023, submit best recommendations for youth sponsorships that will reach WA529's desired audience segments and meet WA529's marketing goals. Sponsored leagues should be in the following counties in Washington state:
 - King
 - Snohomish
 - Pierce
 - Clark
 - Yakima
 - Spokane
 - Sponsorship package shall consist of one league in each of the counties listed above in the following seasons:
 - Winter 2024 (January 1, 2024, through March 31, 2024)
 - Spring 2024 (April 1, 2024, through June 30, 2024)
 - Sponsorship package shall also include advertising elements in the TeamSnap digital application. Elements shall be in place in the TeamSnap App no later than **November 1, 2023**.
 - Sponsorship elements for Winter 2024 season must be produced and in place no later than **January 1, 2024**.
 - Sponsorship elements for Spring 2024 season must be produced and in place no later than **April 1, 2024**.
 - Minimum reach of sponsorships:
 - App impressions: 2,431,250 impressions November 2023 through May 2024
 - Winter 2024: 2,100 households directly reached; 4,271,376 impressions
 - Spring 2024: 3,000 households directly reached; 4,715,616 impressions

- Sponsorship package shall contain the following elements:
 - GET logo displayed on player warm-up shirts (385 players).
 - Field signage identifying GET as league sponsor (1 sign per league, total 12 signs).
 - Digital communications (2 emails delivered per registered parent (minimum 24 emails, approximately 8,500 delivered). CONTRACTOR shall collaborate with AGENCY on copy and messaging of each email.
 - Web banners on each league website (1 per league, total 12 banners)
 - CONTRACTOR shall design and run surveys to track each sponsorship's impact on key brand metrics (to be defined in collaboration with AGENCY). Surveys will be sent to parents by CONTRACTOR before and after the sponsorship.
 - Sponsorship dashboard: CONTRACTOR will construct and maintain a digital dashboard to track each sponsorship's campaign progress. The following metrics will be reported: League location/participation details, survey metrics, testimonials, campaign impressions, and photo verification of sponsorship elements.
- AGENCY shall be granted vertical category exclusivity. No other 529 plans will be allowed by CONTRACTOR to sponsor a league or leagues in the above counties.
- Costs for jerseys, printing, design, administration and other incidentals needed are considered production costs and are inclusive of the contracted amount.
- CONTRACTOR should record contract number **25RQ050** on all invoices, and ensure invoices are coded appropriately to indicate work performed for "WA529."
- At sponsorship conclusion, and by no later than June 30, 2024, provide the AGENCY with a comprehensive summary of all sponsorship results.

All written reports required under this contract must be delivered to Rodger O'Connor, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from October 1, 2023, or date of execution, whichever is later, through June 30, 2024.

The provisions of Chapter 39.26 RCW require the AGENCY to file this sole source professional service contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing or until DES approval, whichever is later. The AGENCY is also required to provide notice of this sole source professional services contract opportunity by posting notice on the state's enterprise vendor registration and bid notification system (WEBS). No contract so posted is effective, nor shall work commence under it, until the fifth (5th) working day following the date of posting. Further, the AGENCY is required to make this sole source professional services contract available for public inspection by posting this contract on the AGENCY's website. No contract so posted is effective, nor shall work commence under it, until the tenth (10th) working day following the date of posting.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed seventy-five thousand dollars (\$75,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Total due: \$75,000

Due for league sponsorships: \$52,500

 Winter season: \$25,280 due February 28th, 2024

 Spring season: \$27,220 due April 30th, 2024

Due for Digital sponsorship: \$22,500

 Payment will be made monthly, billed after ads run. Monthly payments will reflect the number of impressions served that month.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 25PR050. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
Nicole McCormack, Sr. VP Brand Solutions TeamSnap, Inc. 2045 Grand Ave., Ste B PMB 23554 Chicago, IL 60612-1577 Phone: 720.496.1059 Email: Nicole.McCormack@teamsnap.com	Rodger O'Connor Washington Student Achievement Council 917 Lakeridge Way SW P.O. Box 43450 Olympia, WA 98504-3450 Phone: 360.485.1190 Fax: 360.704.6200 Email address: rodgero@wsac.wa.gov

INSURANCE

CONTRACTOR shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. CONTRACTOR shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, CONTRACTOR shall provide written notice of such to AGENCY within one (1) Business Day of CONTRACTOR's receipt of such notice. Failure to buy and maintain the required insurance may, at AGENCY's sole option, result in this Contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1. Commercial general liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
2. Business automobile liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
3. Employers liability insurance covering the risks of CONTRACTOR's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
4. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;

5. Professional liability errors and omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and
6. Crime coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall, at a minimum, cover occurrences falling in the following categories: computer fraud and cyber-attacks; forgery; money and securities; and employee dishonesty.
7. Cyber-security and Privacy Breach coverage of not less than \$25 million per occurrence/claim and \$75 million aggregate annual.

All insurance provided by CONTRACTOR shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

CONTRACTOR shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit CONTRACTOR's liability or responsibility. CONTRACTOR shall furnish to AGENCY copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at AGENCY's sole option, result in this Contract's termination.

By requiring insurance herein, AGENCY does not represent that coverage and limits will be adequate to protect CONTRACTOR. Such coverage and limits shall not limit CONTRACTOR's liability under the indemnities and reimbursements granted to AGENCY in this Contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions
4. Attachment B – Contractor's Proposal dated May 31, 2023
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. If this is a Sole Source Contract and unless otherwise exempt, it is not binding until approved by the Department of Enterprise Services, and until other posting requirements have been met. This contract was filed with DES on July 26, 2023, posted on the Washington State enterprise vendor registration and bid notification system on July 26, 2023, and posted on the AGENCY's website on July 26, 2023. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 20 pages and one attachment, is executed by the persons signing below, who warrant they have the authority to execute the contract.

TeamSnap, Inc.

Washington Student Achievement Council

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM:

Assistant Attorney General

Date

**25PR050 ATTACHMENT A -
GENERAL TERMS AND CONDITIONS**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Washington Student Achievement Council of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Executive Director of the Washington Student Achievement Council, and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all

rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CYBER-SECURITY AND PRIVACY BREACH INSURANCE

Coverage for cyber-security and privacy breach shall be pursuant to a separate policy or in coordination with other coverages and must include but is not limited to coverage for first-party costs and third-party claims from: 1. failure to protect data, including unauthorized disclosure, use or access, 2. security failure or privacy breach, 3. failure to disclose such breaches as required by law, regulation or contract, 4. costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine cause and scope of data breach, risk mitigation services for AGENCY and CONTRACTOR, and other services to assist in managing and mitigating a cyber-incident, 5. interruptions of business operations, 6. RTO (return to operation) expenses 7. network security failure, 8. communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), 9. computer fraud, 10. forgery, 11. money and securities, 12. employee dishonesty, 13. cyber-extortion, 14. cyber-terrorism, 15. EFT, computer, and electronic transmissions fraud and theft; 16. failure to comply with RCW 19.255.020 and 42.56.590, HIPAA, FERPA, PCI Data Security Standard, Graham Leach Bliley Act, and 16. other cyber-liability or cyber-crime expenses, and provide for associated crisis management and public relations expense. The policy must include a waiver of subrogation in favor of AGENCY and CONTRACTOR.

DATA SECURITY PROGRAM

A. Personal Information and Data Breach Notification Laws. CONTRACTOR acknowledges that certain information or Program Materials collected, used, or acquired by CONTRACTOR in connection with this contract may include Personal Information pertaining to residents in Washington State and other states that have enacted Personal Information and Data Breach Notification Laws, including RCW 19.55.010 and RCW 42.56.590 requiring under some

circumstances individual notice and other reporting requirements within forty days of discovery of the Security Event. CONTRACTOR agrees to comply with RCW 19.255.020 and 42.56.590 and all other applicable Personal Information and Data Breach Notification Laws. If and to the extent any unauthorized access, disclosure or use of Personal Information: (a) is attributable to a breach by CONTRACTOR of its obligations under the Agreement, or for failing to adopt or enforce its own technology security policy, or for failing to comply with the AGENCY Security Policies and Procedures; and (b) triggers notice or other requirements under a Personal Information or Data Breach Notification Law, CONTRACTOR shall assume responsibility for and pay all costs to comply with legal obligations relating to such unauthorized access, disclosure or use of Personal Information, including the reasonable costs of providing notices, a toll-free call center / help desk, credit monitoring services and identity theft insurance to affected individuals for up to two (2) years. CONTRACTOR agrees to pay AGENCY for all associated costs incurred by Agency in responding to or recovering from said Security Event. Nothing contained herein shall be deemed to release CONTRACTOR from its indemnification obligations as set forth in the Contract.

B. CONTRACTOR shall maintain in effect at all times a comprehensive data security program that includes reasonable and appropriate administrative, technical and physical security measures designed to detect, prevent and mitigate the risk of identity theft and protect against the destruction, loss, unauthorized access, disclosure, use and/or alteration of data (whether or not encrypted), in CONTRACTOR's possession or under CONTRACTOR's control, and which shall be no less rigorous than those measures that are required to be maintained by AGENCY to comply with applicable state law. CONTRACTOR will provide the data security program to AGENCY for its review, and AGENCY shall have the right to provide feedback and comment on CONTRACTOR's data security program.

C. CONTRACTOR Information Security Officer; Compliance with Security Policies and Procedures, and Security Certifications.

(1) Compliance with Security Policies and Procedures. CONTRACTOR shall comply with: (i) security requirements and obligations required by applicable law; (ii) AGENCY Security Policies and Procedures; (iii) the then-current ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27000 series of Information Security Management Systems standards; (iv) then-current Statement on Standards for Attestation Engagements (SSAE) No. 16, (v) then-current Payment Card Industry Data Security Standard (PCI DSS), and (vi) CONTRACTOR's security standards, policies, guidelines and procedures, provided that, at AGENCY's discretion, AGENCY Security Policies and Procedures shall take precedence over any inconsistencies or conflicts with CONTRACTOR's security standards, policies, guidelines and procedures (subsections (i) through (iv) are collectively referred to as the "Security Policies and Procedures"). If there is a change in the Security Policies and Procedures from and after the Effective Date that CONTRACTOR disagrees with, CONTRACTOR may submit a Waiver Request. AGENCY will evaluate the Waiver Request and either approve it, whereupon CONTRACTOR shall not be obligated to comply change, or reject the Waiver Request, whereupon CONTRACTOR shall comply with such change.

(2) CONTRACTOR Information Security Officer Responsibilities. CONTRACTOR shall designate a team member ("Information Security Officer") who shall, at no cost or expense to AGENCY:

a. Be responsible to ensure CONTRACTOR's initial and on-going compliance with the Security Policies and Procedures;

b. Upon AGENCY 's request, an officer of CONTRACTOR shall provide a written certification to AGENCY, confirming CONTRACTOR's compliance with the Security Policies and Procedures; and

c. Upon AGENCY 's request, including following any certification related to CONTRACTOR's compliance with the Security Policies and Procedures, meet with AGENCY Representatives to discuss CONTRACTOR's certification, the Security Policies and Procedures or other related matters.

(3) Security Certifications. CONTRACTOR represents and warrants to AGENCY that CONTRACTOR incorporates the following in the development, management and delivery of its information security management services: (i) ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27000, series of Information Security Management Systems standards ("ISO Security Standards"), (ii) SSAE 16 (Statement on Standards for Attestation Engagements, and (iii) Payment Card Industry Data Security Standard (PCI DSS). If CONTRACTOR is, or if and when CONTRACTOR becomes certified under the ISO Security Standards or other security services standard, CONTRACTOR shall maintain such certification(s) on an on-going basis and CONTRACTOR shall provide AGENCY with a copy of such certification(s) upon request. CONTRACTOR shall provide AGENCY with full and complete copies of any ISO Security Standards audits and reviews, SOC 1 reports, SOC 2, reports, and other security audits, reports and reviews, whether conducted internally by CONTRACTOR or through a Third Party, within five (5) days of a request by AGENCY and within twenty (20) days of CONTRACTOR 's receipt of such audits, reports and reviews. If there are deficiencies cited and/or recommendations made, the CONTRACTOR Information Security Officer, the CONTRACTOR Executive Sponsor and other appropriate personnel from CONTRACTOR shall meet with AGENCY to review the deficiencies and recommendations and develop a plan of action to address such items.

D. Security Breaches. If CONTRACTOR discovers or is notified of the destruction, loss and/or unauthorized access, disclosure, use and/or alteration of AGENCY data, including confidential information, or any attempt to access AGENCY data, including confidential information, that is reasonably likely to result in the destruction, loss and/or unauthorized access, disclosure, use and/or alteration of AGENCY data, including confidential information, (each such event, a "Security Event"), CONTRACTOR shall without undue delay and unless prohibited by Law: (i) promptly (and not more than within three (3) days) notify AGENCY in writing of the Security Event; (ii) investigate the Security Event and provide reasonable cooperation with AGENCY investigation of the Security Event, including periodic updates with respect to CONTRACTOR's investigation of the Security Event; (iii) if the source of the Security Event is not within the control of CONTRACTOR, provide reasonable cooperation with AGENCY 's development of a risk assessment, root cause analysis and corrective action plan, including AGENCY 's mitigation and remediation activities; and (iv) and provide reasonable cooperation with AGENCY in complying with, the requirements of all applicable Personal Information Laws and other applicable Laws. If the source of the Security Event is within the control of CONTRACTOR's personnel, CONTRACTOR shall: (v) promptly provide a written report to AGENCY that sets forth CONTRACTOR's risk assessment, root cause analysis and corrective action plan; (vi) implement the corrective action plan and mitigate the effects of the Security Event as soon as practicable; and (vii) provide AGENCY periodic updates with respect to CONTRACTOR's mitigation and corrective action efforts.

E. HIPAA. If CONTRACTOR (or any subcontractor) will, or will likely, have access to protected health information (as defined in the regulations promulgated under the Health

Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") of AGENCY, CONTRACTOR and any applicable subcontractor(s) shall execute the then-current form of Business Associate Agreement of AGENCY.

F. Survival. The terms of this Article shall survive the expiration or termination of the Agreement.

G. Any breach of these privacy provisions by CONTRACTOR is grounds for termination of the contract and return of all Program Materials.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

25RQ050 ATTACHMENT B

CONTRACTOR'S proposal dated May 31, 2023

MARKETING AGREEMENT
2023 CAMPAIGN

This MEDIA AND MARKETING AGREEMENT ("Agreement") is made as of May 31, 2023 ("Effective Date"), by and between TeamSnap, Inc., a Delaware corporation ("TeamSnap"), with principal offices at 2045 W Grand Ave., Ste B PMB 23554, Chicago, IL 60612-1577 and Washington College Savings Plans (WA529) ("Client"), located at 917 Lakeridge Way SW. P.O. Box 43450. Olympia, WA. Collectively, TeamSnap and Client (the "Parties") make up all parties to this Agreement.

RECITALS

1. WHEREAS, TeamSnap is a provider of team management software and applications for sports organizations and operates a specialized marketing service that connects brands to their target markets through youth and local sports sponsorships, advertising and marketing,
2. WHEREAS, Client is a 529 College Savings Plan headquartered in Olympia, WA.
3. WHEREAS, Client wishes to avail itself of the marketing opportunity presented by TeamSnap, and TeamSnap desires to assist Client in said marketing campaign in accordance with the terms and conditions of this Agreement.

Accordingly, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. Terms defined in the preamble of this Agreement have their assigned meaning, and the following terms have the meanings assigned to them:

1.2 "'League Assets" means Client's marketing opportunities with an Organization that result from TeamSnap's Services pursuant to a Campaign, such as web banners on league websites, logos on jerseys, banners at parks and fields, and dedicated email communications and social media posts from an Organization.

1.3 "App Assets" means Client's digital marketing opportunities such as banners, native and native video in mobile and web applications, banners or sponsorship in email communications, and digital sponsorship in mobile and web

1.4 "Organization" means the respective 12 local organizations or leagues surrounding Client that TeamSnap will contact and provide necessary communications with to properly market the Assets on behalf of Client.

ARTICLE 2 DESCRIPTION OF SERVICES

2.1 Vetting Organizations. TeamSnap will find and communicate with vetted Organizations to ensure successful sponsorships. Sponsorships will only take place at Organizations that are able to fulfill College Savings 529 Plan category exclusivity for Client.

2.2 Implementing the Assets. TeamSnap will provide the necessary communications with the Organizations to effectively install the proper Assets starting in the month prior to the Winter 2024 and Spring 2024 seasons. Client will be sponsoring Organizations within target regions of Washington state provided by WA529. .

2.3 Scope of Work. A detailed description of TeamSnap's and Client's obligations under this Agreement and timeline are attached hereto as Exhibit A which is hereby incorporated by reference.

ARTICLE 3 COMMUNITY IMPACT

3.1 Community Impact. Proceeds from TeamSnap campaigns help Organizations reduce the cost of youth sports. Client and TeamSnap are making youth sports more accessible by making participation more affordable.

ARTICLE 4 DURATION OF SERVICES

4.1 Services Schedule. Upon execution of this Agreement, TeamSnap's marketing services will begin. The Assets will be installed as soon as reasonably possible before the start of the Winter 2024 and Spring 2024 seasons (Organization dates vary) and will run for the duration of said seasons.

ARTICLE 5 PURCHASE PRICE & ASSET SEVERABILITY

5.1 Purchase Price. In consideration of the marketing services set forth in Article 2, Client agrees to pay TeamSnap \$75,000 (the "Purchase Price") due 45 days from execution of this Agreement.

Checks can be made payable to:

TeamSnap
Attn: Accounting
2045 W Grand Ave
Ste. B PMB 23554
Chicago, IL
60612-1577

As the provision of services may commence upon the execution date, and to avoid any disruption in the deliverables and services outlined in this Agreement, the Parties agree that payments due under this Agreement shall not be delayed due to billing arrangements or provisions for payment between agencies of record and their clients.

5.2 Asset Severability. Occasionally, complications will arise when working with the Organizations, and certain Assets may not be implemented Assets. TeamSnap cannot guarantee that every Asset will be implemented. Any unimplemented Asset is the responsibility

of TeamSnap and will be reimbursed in the form of a discounted Asset in a future agreement between the Parties. Any unimplemented Asset in this Agreement is therefore severed and will not affect the overall Purchase Price of the Agreement.

5.3 Impossibility. Neither Party hereto shall be in breach of its performance under this Agreement to the extent it is prevented from meeting its stated obligations as a result of any federal, state, or local government action taken in direct response to the ongoing COVID-19 pandemic, provided that any Party so impacted provides the other Party with prompt written notice thereof, within 10 days after first gaining knowledge of such action.

ARTICLE 6 DISCLAIMERS & CONSENT

6.1 Services Disclaimer. TeamSnap shall only be responsible for services described in Article 2. TeamSnap will provide its services in good faith, but makes no guarantees on the impact such services will have on Client's business or sales.

6.2 Trademark and Trade Name. Client consents to the use of its trademark, trade name, and waives any potential intellectual property violations for purposes of the services referred to in this Agreement.

6.3 Non-Circumvention. During the Term and for a period of two (2) years following the termination or expiration of this Agreement, it shall not solicit, work with, or otherwise attempt to sponsor any Organization which maintains a pre-existing relationship with TeamSnap except (i) through TeamSnap's Services pursuant to a Proposal under this Agreement or (ii) with written consent of TeamSnap to be given or withheld in TeamSnap's sole discretion.

ARTICLE 7 MISCELLANEOUS

7.1 Merger. This Agreement represents the entire agreement in relation to the campaign between the Parties, superseding all previous negotiations or agreements.

7.2 Governing Law & Forum Selection Clause. This Agreement is being executed and delivered in the state of Pennsylvania and shall be governed by, construed, and enforced in accordance with the laws of the state of Pennsylvania. Any dispute or other legal action concerning this Agreement, including any arbitration or litigation proceedings shall be conducted in Pennsylvania.

7.3 Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the parties.

7.4 Liability. TeamSnap shall not be liable to Client for any actions or omissions of an Organization, including such Organization's representatives or for any claims or allegations that any Client materials or Client intellectual property or any instruction, information, designs, specifications, or other materials provided by Client to TeamSnap infringe on any third party's intellectual property rights.

ARTICLE 8
SIGNATURES

To evidence this Agreement between the Parties, they have executed and delivered it on the Effective Date set forth in the preamble.

WA529

Signature

Name (Printed)

Title

Date

TEAMSNAP INC.

Signature

Name (Printed)

Title

Date

Company Accounts Payable Contact

Company Accounts Payable Contact E-mail

Company Accounts Payable Contact Phone #

Company Accounts Payable Address

EXHIBIT A

Form of Proposal

1. Effective date May 31, 2023

2. Services: A) Vetting Organizations. TeamSnap will find, vet, and communicate with Organizations to facilitate sponsorships. Sponsorships will take place at Organizations that are able to fulfill Washington College Savings Plans category exclusivity sponsorships for Client.

B) Location. Client will sponsor Organizations within the following Washington state target counties; Pierce, Clark, Yakima, Spokane, Snohomish, and King.

C) Generating the League Assets and/or App Assets. Once the Organizations are determined, TeamSnap will arrange with the Organizations to generate the League Assets and/or the App Assets as described below starting in the month or weeks prior to the Winter and Spring 2024 campaigns.

3. Campaign : TeamSnap Assets

TeamSnap guarantees delivery of 2,431,250 App Impressions November 2023 through May 2023. The App Impressions will be distributed amongst the following assets:

- App Double Play Banner
 - Spec size is 300x250
- App Interstitial
 - Spec size is 320x480
- App Banner
 - Spec size is 320x50

League selection will be from leagues located within Spokane, Yakima, Clark, Pierce, Snohomish and King Counties that are mutually agreed upon by TeamSnap and Client that will provide Washington College Savings Plans exclusivity. Client will be entitled to twelve (12) leagues sponsorships, six (6) in both the winter season and spring season.

Amongst the twelve (12) leagues sponsored, Client will be entitled to:

- Winter 2024 season: 2,100 households directly reached; 4,271,376 impressions
- Spring 2024 season: 3,000 households directly reached; 4,715,616 impressions
- Three Hundred Eighty Five (385) warm-up shirts
 - Logo placement is on either the front, back or sleeve of jerseys
 - Client will be sent proof of warm-up shirts ahead of production
- Twelve (12) game signage
 - Banners are 4'x6' or 4'x8' and are placed in highly trafficked areas at league facilities
- Twenty Four (24) digital communications
 - Two (2) per league partner per season
 - Written from the perspective of the commissioner
 - Emails deployed to parents of team registrants
 - Social media posted to the account of the youth sports league

- Twelve (12) web banners
 - One (1) per league sponsored
 - For the duration of the season, TeamSnap shall require each league to display the client's web banner on the sponsor's website that can be hyperlinked to a site/landing page of the client's choosing
- College Savings 529 Plan exclusivity
 - The client will be the exclusive College Savings 529 Plan sponsor amongst youth sports league partners unless the client provides approval otherwise
- Survey - Brand Lift Study (on-site)
 - Initial survey draft will be provided to Client for review and editing
 - TeamSnap will administer surveys to the families in the sponsored organizations pre and post-season, where the post-season survey is administered within 30 days of the end of the season. Survey results will be provided to the client within 30 days of the survey close.
 - Surveys will be 3 questions measuring
 - Awareness or favorability
 - Community impact
 - Testimonials
- 4. Fees: Total due: \$75,000
 - Due for league sponsorships: \$52,500
 - Payment Terms
 - Winter season: \$25,280 due February 28th, 2024
 - Spring season: \$27,220 due April 30th, 2024
 - Due for Digital sponsorship: \$22,500
 - Payment will be made monthly once ads start to run. Monthly payments will reflect the number of impressions served that month
- 5. Term: a) The initial term of this SOW begins on the SOW Effective Date and expires on May 31, 2024 (the "SOW initial term")
 - b) The SOW Initial Term and any SOW Renewal Term shall be referred to collectively as the "SOW Term".
 - c) This SOW is subject to the rights of termination, first refusal, and/or renewal options as set forth in this SOW or the Agreement

TeamSnap, Inc.

By _____

Name:

Title:

Washington 529

By _____

Name: _____

Title: _____

Company Accounts Payable Address

Company Accounts Payable Contact

Company Accounts Payable Contact Email

Company Accounts Payable Contact Phone Number