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Software Development Agreement

This Software Development Agreement is made on 07/15/2020 between BP Technology Inc, a Florida corporation with its principal place of business at 10230 Collins Avenue, Suite 303 Miami Beach FL 33154 (the "**Developer**"), and Florida Sports Foundation a Florida corporation with its principal place of business located at 101 North Monroe St., Suite 1000 Tallahassee, Florida 32301 (the "**Customer**").

The parties agree as follows:

1. **Definitions**. In addition to the terms defined above, the following definitions apply:

1.1. "**Confidential Information**" means all material and electronic information, written or oral, that the Customer discloses or makes available to the Developer, directly or indirectly, through any means of communication.

1.2. "**Software**" means the

1. CMS (Content Management System)
2. Directory and Facilities Guide (web)
3. Directory and Facilities Guide (web App)
4. Directory and Facilities Guide (Electronic file for a printed version)

web page, a web-based application that can run in any web browser and a web application that can run in any mobile device with all associated documentation and instructions.

1.3. "**Specifications**" has the meaning given to it in section 3.1.

2. **Software Development Services**. The Customer engages the Developer, and the Developer agrees, to perform services for the Customer to develop, deliver the Software in accordance with the terms of this agreement.

3. **Developer's Duties and Responsibilities**

3.1. **Specifications**. The Customer shall define the specifications, requirements, and deliverables (the "Specifications").

3.2. **Development**. The Developer shall design, develop, and implement the Software in accordance with the Specifications.

3.3. **Delivery**. The Developer shall deliver the Software to the Customer, no later than 31 days after the Effective Date OR as soon as commercially practicable in accordance with the Specifications. During the development stage, CUSTOMER AND DEVELOPER agree to have a weekly conference call to review the advancement of work and make appropriate adjustments.

4. **Acceptance**

4.1. Acceptance Period. The Customer will have 90 days following the date of delivery to assess and test the Software. During the development stage the software will be evaluated on a constant basis to ensure it receives and distributes data pertinent to all aspects of the Directory and Facilities Guide

4.2. **Completion**. If the Developer, in the Customer's opinion, delivers the Software in accordance with the Specifications, then the Developer will be deemed to have completed its delivery obligations.

4.3. **Rejection**. If the Developer, in the Customer's opinion, fails to deliver the Software in accordance with the Specifications, the Customer shall detail in writing its grounds for rejection. In that case, the Developer shall use reasonable efforts to correct the Software, in which case upon delivery of the corrected Software, the process of acceptance testing will restart. The software will be tested and improved through direct interaction with THE CUSTOMER'S designated

4.4. **Continued Failure**. If the Developer's corrections, in the Customer's opinion, fail to deliver the Software in accordance with the Specifications, then

the Customer may elect to either terminate this agreement or adjust the Specifications accordingly. The deadline for all adjustments and to have the software fully operational is August 16 2020.

5. **Change Orders**

5.1. **Changes**. Specifications for the software have been set by the CUSTOMER and the DEVELOPER. The software needs to address all reporting and evaluation needs by the CUSTOMER and such tools shall be developed and adjusted per the CUSTOMER'S request during the development and evaluation period.

6. **Training**

6.1. **Scope**. The Developer shall provide the Customer with such training as the Customer may reasonably request and with written manuals on the use of the Software.

6.2. **Dates and Locations**. The Developer shall conduct the training on the dates and at the locations that the parties agree upon.

6.3. **Costs**. The training Developer shall provide the training at no additional cost.

7. **Support and Maintenance**

7.1. **Initial Period**. The Developer shall provide the Customer with support and maintenance services for three months following delivery and acceptance.

7.2. **Renewal Periods**. The Customer may renew its support and maintenance subscription after the initial subscription period at the Developer's then-current rates.

8. **Fees and Expenses**

8.1. **Fees**. The Customer shall pay the Developer

(a) $18,500.00 upon signature of this agreement as total payment.

8.3. **Payment Due Date**. All payment items this agreement will be due and payable in full to the Developer no later than 10 days after the date of the Developer's invoice.

9. **Term**. This agreement will begin on the Effective Date and continue until the Developer has performed all its obligations under this agreement, unless terminated earlier.

10. **Representations**. The Developer represents and warrants to the Customer as follows, acknowledging that the Customer is relying on these representations and warranties:

10.1. **Right to Assign**. The Developer is the sole author of the Software and has, and will have, the authority to assign rights to the Software to the Customer under this agreement.

10.2. **No Infringement**. The Developer's use of the Software will not infringe upon the intellectual property, contractual, or other proprietary or personal rights of any person.

11. **Warranties**

11.1. **Limited Media Warranty**. The Developer warrants that following delivery of the Software, the media upon which the Software is delivered will be free from defects in materials and workmanship under normal use.

11.2. **Limited Support Warranty**. Following the delivery of the Software, the Developer shall perform its maintenance and support services consistent with generally accepted industry standards and the terms agreed to by the Developer and the Customer, but only if the Software is installed and operated in accordance with the Developer's documentation and other instructions. Software will operate in CUSTOMER'S designated servers and will be accessible to persons designated by the CUSTOMER.

11.3. **Limited Performance Warranty**. The Developer warrants that, for a period of five years starting on the date of delivery of the Software, the Software will perform substantially in accordance with the functional specifications set forth in the documentation, but only if the Software is installed and operated in accordance with the Developer's documentation and other instructions. This agreement covers the initial stage of development for this software which has been determined for purchasing and testing operations. Five years comprehends the accepted usable cycle for all software that interacts with other components accessible via the world wide web.

11.4. ***Disclaimer. The Developer does not warrant that the functions contained in the Software will meet the Licensee's requirements or operate in the combination desired by the Licensee, or that the Software's operation will be uninterrupted or error free. The Developer does not make and will not be liable for any warranties other than those expressly included in this agreement. Automatic backup of all data will be integrated into the software's normal operations.***

12. Acknowledgments

12.1. **Independent Contractor**. The Developer is an independent contractor. Nothing contained in this agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

12.2. [**Proprietary Rights**. The parties acknowledge that the development of the Software is "work for hire" within the meaning of the Copyright Act of 1976, as amended on one or more occasions, and that the Software will be the Customer's sole property.] DEVELOPER will not employ, share or commercialize any information technology, software, commercialization methodology or application developed for and with the CUSTOMER with the CUSTOMER'S competitors.

12.3. **Consent to Use of Data**. The Developer may collect and use technical information gathered as part of its support services, but may only use this information to improve its products and services. The Developer shall not disclose any of this information in a form that personally identifies the Customer or it clients. Any data collected will be performed over a secure connection. Prior to any data collection the DEVELOPER will notify the CUSTOMER for the reason to collect this data.

13. Confidentiality

13.1. **Confidentiality Obligations**. During the term of this agreement and for 5 years afterward, the Developer shall hold all Confidential Information in confidence in accordance with the terms of this agreement. The CUSTOMER retains proprietorship over the software components that are subject to this agreement. Any and all information pertaining to the CUSTOMER'S business activities, clients, prices, methods, means and activities are private and

confidential and for the sole and exclusive use of the CUSTOMER. The DEVELOPER will not show, comment, disclose or share in any form or media this information.

13.2. **Use Solely for Purpose**. The Developer shall use the Confidential Information in accordance with, and solely for the purpose of providing its services under, the terms of this agreement. SEE 12.3

14. **Assignment of Rights**. Upon acceptance of the Software and payment of all compensation due to the Developer, the Developer agrees to grant and assign, and hereby grants and assigns, to the Customer its entire interest in the Software (including all intellectual and other property rights).

15. **Code Implementation.** The customer will receive in their server the specific code that pertains to the instance of their software to operate. Such code pertains to all data, databases, user interaction screens, calculations, reports, and any other type of interactivity.

15.1. **Core Code Reservation.** The developer reserves a part of the code that will run in their servers that provides operability to the Software. This code constitutes intellectual property that is reserved for the use of the developer exclusively. The software will operate in three parts:

a. Core code to run in DEVELOPER'S servers, to which the CUSTOMER WILL have access to without limitations.

b. Databases and user interaction software that will run in the CUSTOMER'S server without limitations.

15.2. **Core Code Availability.** The Customer shall have the right to interact with the core code for as long as the Software will operate and the Developer grants such interaction with the software to extend beyond the termination of this agreement provided it is done by a competent party. Such interaction DOES NOT constitute access to the code directly, but permits reception and calculation of computational variables as is standard in API implementation of cloud-based software.

16. **Indemnification**

16.1. **Developer's Indemnity**. The Developer shall indemnify the Customer against all claims, liability, costs, and expenses (including attorneys' fees) arising from any third party claim or proceeding against the Customer

(a) based on any claim that the Software [or any services performed under this agreement] infringes or violates any intellectual or other property right, or

(b) that alleges any negligent act or omission or willful conduct of the Developer[or its directors, officers, employees, agents, or affiliates].

16.2. **Notice of Claim**. The Customer shall give prompt written notice to the Developer of any claim or potential claim for indemnification under this agreement.

16.3. **Exclusive Remedies**. The rights granted under this section 16 (Indemnification) are the exclusive remedies available under this agreement in connection with the claims and losses that this section addresses.

17. **Limitation of Liability**. Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entering into this agreement.

18. **Termination**

18.1. **Termination upon Notice**. Either party may terminate this agreement for any reason upon 15 days' Notice to the other party.

18.2. **Termination for Cause**. If either party

(a) commits a material breach or material default in the performance or observance of any of its obligations under this agreement, and

(b) the breach or default continues for a period of 10 days after delivery by the other party of written notice reasonably detailing such breach or default, then

the non-breaching or non-defaulting party may terminate this agreement, with immediate effect, upon written notice to the breaching or defaulting party.

18.3. **Termination upon Insolvency**. This agreement will terminate immediately upon the Developer's insolvency, bankruptcy, receivership, dissolution, or liquidation.

18.4. **Effect of Termination**

(a) **Termination for Customer's Breach**. In the event of termination of this agreement due to a material breach or default committed by the Customer,

(i) the assignment of rights to the Customer in this agreement will terminate, and

(ii) The Customer shall immediately stop using the Software and destroy or erase all copies in its possession or control.

(b) **Termination for any other Reason**. In the event of termination of this agreement for any other reason,

(i) the Customer will not be required to make payment for any Deliverables that the Customer had not accepted,

(ii) the Customer will continue to exercise all rights to the Software that it has acquired under this agreement,

(iii) the Developer shall immediately deliver to the Customer all Software, documentation, source code, and other Customer property in its possession relating to the Software and then destroy all copies in its possession or control, and

(iv) the Customer shall pay the Developer for all services rendered and work performed up to the effective date of termination, unless the Customer has terminated for cause, in which case it will only be required to pay fair value. The Developer shall provide the Customer with an invoice for its fees within [30] days of the effective date of the termination, and the Client shall pay the invoice within [14] days of receipt.

19. **General**

19.1. **Entire Agreement**. This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

19.2. **Amendment**. This agreement may only be amended by a written document signed by both parties.

19.3. **Assignment**. The Developer may not assign this agreement or any of its rights under it. The Customer may assign this agreement or any of its rights without notice or the need for the Developer's consent.

19.4. **Remedies Cumulative**. Except as provided in section 16.3 (Exclusive Remedies), the rights and remedies available to a party under this agreement

are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

19.5. **Survival**. Sections 13 (Confidentiality), 14 (Assignment of Rights), 15 (Code Implementation) 16 (Indemnification), 17 (Limitation of Liability), and 18.4 (Effect of Termination) survive the termination or expiration of this agreement.

19.6. **Severability**. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

19.7. **Waiver**. A party's failure or neglect to enforce any rights under this agreement will not be deemed to be a waiver of that party's rights.

19.8. **Governing Law**. This agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

19.9. **Dispute Resolution**

(a) **Arbitration**. Any dispute or controversy arising under or in connection with this agreement will be settled exclusively by arbitration in Florida, in accordance with the rules of the American Arbitration Association then in effect by 1 arbitrator(s).

(b) **No Punitive Damages**. The arbitrator(s) will not have the power to award punitive damages.

(c) **Judgment**. The successful party may enter the arbitral judgment in any court having jurisdiction.

19.10. **Waiver of Jury Trial**. The parties waive their respective rights to trial by jury in any action or proceeding involving this agreement or the transactions relating to its subject matter.

19.11. **Headings**. The headings used in this agreement and its division into sections and other subdivisions do not affect its interpretation.

19.12. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

19.13. **Effectiveness of Agreement**. This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

This agreement has been signed by the parties.

By: _____BP Technology Inc_____

Name: Jaime Jimenez

Title: CEO

Date: 7/15/2020

By: ___Florida Sports Fundation_____

Name: Angela A. Suggs

Title: President and CEO

Date   8/28/2020