

AM02 - Texas A&M University

P.O. Date: 9/20/2016

Purchase Order

Purchase Order Number

AM02-17-P032774

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

V E N D O R	Vendor Number: 00042018 MATCH ANALYSIS
	1501 POWELL ST STE K EMERYVILLE, CA 946082041

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING
PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS
INSTRUCTED, PAYMENT MAY BE DELAYED.

S H I P T O	TEXAS A&M ATHLETICS Attn: Contact CRYSTAL PETRI at (979)862-5419 KYLE FIELD STADIUM 756 HOUSTON ST 1228 TAMU COLLEGE STATION, TX 778431228 US Email: cpetri2015@tamu.edu Phone: (979) 862-5419
	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362

**Please login to Buy A&M to retrieve attachments associated with the
Purchase Order.**

Solicitation (Bid) No.:

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 917-00

Champion's Performance Pack - 8/1/2016 to 7/31/2017

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 2,950.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,950.00

Item # 2
Class-Item 917-00

Additional Reduced Rate Matches - 08/1/2015 - 07/31/2017

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
20.00	\$ 275.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,500.00

Item # 3
Class-Item 917-00

Tango Echo Services - 08/01/2016 - 07/31/2017

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 695.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 695.00

Item # 4
Class-Item 917-01

Tango Online Video - 08/01/2016 - 07/31/2017

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
30.00	\$ 75.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,250.00

Item # 5
Class-Item 917-00

Player Tracking & Fitness Reports - 08/01/2016 - 07/31/2017

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
3.00	\$ 2,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 7,500.00

Item # 6
Class-Item 917-00

Additional Camera Angles - 08/01/2016 - 07/31/2017

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 150.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,800.00

Item # 7
Class-Item 917-01

Champion's Performance Pack - 08/01/2017 - 07/31/2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 2,950.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,950.00

Item # 8
Class-Item 917-00

Additional Reduced Rate Matches - 08/01/2017 - 07/31/2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
20.00	\$ 275.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,500.00

Item # 9
Class-Item 917-00

Tango Echo Service - 08/01/2017 - 07/31/2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 695.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 695.00

Item # 10
Class-Item 917-00

Tango Online Video - 08/01/2017 - 07/31/2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
30.00	\$ 75.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,250.00

Item # 11
Class-Item 917-00

Player Tracking & Fitness Reports - 08/01/2017 - 07/31/2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
3.00	\$ 2,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 7,500.00

Item # 12
Class-Item 917-00

Additional Camera Angles - 08/01/2017 - 07/31/2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 150.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,800.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 41,390.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: Patty Winkler

Email: p-winkler@tamu.edu

Phone#: (979) 845-4556

BUYER

Addendum to Match Analysis's Terms and Conditions for College Teams

The following terms and conditions are incorporated into and form a part of Match Analysis's Terms and Conditions for College Teams (the "Agreement") to which this Addendum is attached. "**CLIENT**" means Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas and "**MATCH ANALYSIS**" means Match Analysis, Inc.

TERM:

The Agreement shall commence on August 1, 2016 and will end on July 31, 2018, unless cancelled or terminated sooner pursuant to the Agreement.

PAYMENT:

CLIENT shall pay **MATCH ANALYSIS** Twenty Thousand Six Hundred Ninety-Five Dollars (\$20,695) per year for services provided by Match Analysis as outlined in the Agreement. Payment from **CLIENT** will be due thirty (30) days from the date **CLIENT** receives an invoice from **MATCH ANALYSIS**. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

REPRESENTATIONS AND WARRANTIES BY CONTRACTOR:

If **MATCH ANALYSIS** is a business entity, **MATCH ANALYSIS** warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of **MATCH ANALYSIS** has been duly authorized to act for and bind **MATCH ANALYSIS**.

FRANCHISE TAX CERTIFICATION:

If **MATCH ANALYSIS** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then **MATCH ANALYSIS** certifies that it is not currently delinquent in the payment of any franchise taxes or that **MATCH ANALYSIS** is exempt from the payment of franchise taxes.

CHILD SUPPORT:

Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PUBLIC INFORMATION ACT:

MATCH ANALYSIS acknowledges that **CLIENT** is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to the Agreement.

NOTICES:

Any notice required or permitted under the Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **CLIENT** and **MATCH ANALYSIS** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

CLIENT:

Texas A&M University
Department of Athletics
1228 TAMU
College Station, Texas 77843-1228
Attention: David A. Roubion
Phone: (979) 862-5407
Fax: (979) 845-6825
E-mail: droubion@tamu.edu

with a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, Texas 77843-1182
Attention: Dean Endler, Executive Director
Phone: (979) 845-0099
Fax: (979) 862-7130
Email: d-endler@tamu.edu

MATCH ANALYSIS:

Match Analysis, Inc.
1501 Powell Street, Suite K
Emeryville, CA 94608
Attention: Mark Brunkhart
Phone: (510) 655-8777
Fax: (510) 655-9299
E-mail: mark@matchanalysis.com

DISPUTE RESOLUTION:

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by **CLIENT** and **MATCH ANALYSIS** to attempt to resolve any claim for

breach of contract made by **MATCH ANALYSIS** or by **CLIENT** that cannot be resolved in the ordinary course of business.

ENTIRE AGREEMENT; MODIFICATIONS:

The Agreement, as amended and supplemented by this Addendum, supersedes all prior agreements, written or oral, between **MATCH ANALYSIS** and **CLIENT** and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by in writing signed by **CLIENT** and **MATCH ANALYSIS**.

STATE AUDITOR'S OFFICE:

MATCH ANALYSIS understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. **MATCH ANALYSIS** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested relating directly to this Agreement. **MATCH ANALYSIS** will include this provision in all contracts with permitted subcontractors.

FORCE MAJEURE:

Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

LIMITATIONS:

The Parties are aware that there are constitutional and statutory limitations on the authority of **CLIENT** (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on **CLIENT's** property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on **CLIENT** except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of the Agreement by **CLIENT** nor any other conduct, action, or inaction of any representative of **CLIENT** relating to the Agreement constitutes or is intended to constitute a waiver of **CLIENT's** or the state's sovereign immunity to suit.

NO FINANCIAL INTEREST:


To the best of MATCH ANALYSIS's knowledge, no member of the Board of Regents of The Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of the Agreement.


ADDENDUM CONTROLLING:

In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

MATCH ANALYSIS, INC.:

TEXAS A&M UNIVERSITY:

By: 
Name: MARK BRUNKHART
Title: President
Date: 19-Sep-2016

By: 
Name: Dean K. Endler
Title: Director of Procurement Services
Date: 13 SEP 2016



Collegiate Quote Sheet

Quote Date: **July 21, 2016**

(Quote subject to change if terms not accepted within 30 days of this date.)

Match Analysis will provide **Texas A&M University Women's Soccer** (Client) with the services selected below for various matches between the dates **August 1, 2016** and **July 31, 2018** (Term).

	(per year pricing)	(per year pricing)
Champion's Performance Pack		
Included as part of the package:	\$2,950	<u>\$2,950</u>
<ul style="list-style-type: none"> - 3 single-seat licenses under the terms of the Mambo Studio End User License Agreement valid for the Term - Touch-by-touch indexing of 10 matches (one team, two halves with injury time) plus Mambo Studio match disk download and Tango Online Match Reports - Tango Online Performance Tracking (seasonal database for match-to-match and full season comparison) - Tango ToGo (send video clips to players to iPhone, iTunes, e-mail) 		
Options that you can add:		
Player Tracking and Fitness Reports: Tracking of all players from panoramic video (provided by client) allowing interactive video visualizations and complete player-by-player fitness data and performance metrics (48 hour turn-around)	\$2,500 x 3 games	<u>\$7,500</u>
Additional reduced rate matches	\$275 x 20 games	<u>\$5,500</u>
Tango Echo Service Internet data delivery	\$695	<u>\$695</u>
Tango Online Video (access for coaches and players)	\$75 x 30 games	<u>\$2,250</u>
Additional camera angles (including panoramic video) synchronized with Mambo Studio uploaded from Client	\$150 x 12 games	<u>\$1,800</u>
Annual Fee	Total	<u>\$20,695</u> (per year)
Commitment		
<input checked="" type="checkbox"/> Two Year		

Payment will be made during the Term of the agreement according to the following schedule:

- Payment of the annual fee in full on or before **September 30** of each year.

All products and services will be provided subject to Match Analysis's Terms and Conditions for College Teams.

Match Analysis's Terms and Conditions for College Teams

Pricing does not include shipping. Teams who do not sign up for Tango Echo Service (Internet delivery) will be asked to provide UPS and/or FedEx account numbers and will be billed directly by the shipper. Payments not received by Match Analysis by the date agreed herein will be considered overdue and incur a penalty ("Late Payment Fee") of the lesser of 1.5% of the overdue amount per month prorated per day overdue or the maximum amount permitted by law until all overdue amounts and Late Payment Fees are paid in full. If payment is not made as agreed herein, Match Analysis reserves the right to terminate service until all overdue amounts and Late Payment Fees are paid in full.

All games should be scheduled prior to the first game of the season or first game purchased. Changes may be made with two weeks advance notice (2 weeks prior to game day for the game to be charted).

All match pricing is based on full-length matches with injury time but does not include additional periods to settle a draw. Client will be billed an additional \$75 for every match that goes to over-time.

All turn-around times are measured as business days (Monday through Friday, holidays excepted) from time of receipt by Match Analysis to the time results are shipped by Match Analysis. Standard turn-around time (without rush service) is two business days. If the scheduled shipping date falls on a holiday or date when shipping is not available, Match Analysis will ship on the next available date. In the event that Match Analysis fails to meet the required turn-around time, Match Analysis will provide Client one additional replacement match (one team, two halves) at no charge.

Video must be submitted according to instruction provided by Match Analysis including narration of player names when required.

Online data and video will be maintained on Match Analysis's server for the Term of this Agreement only. Upon termination of this Agreement, Match Analysis reserves the right to delete and/or archive such information and data at Match Analysis's sole discretion.

Online data and video is provided for the sole use of coaches and players of the Client team who are involved directly with the Client team on a day-to-day basis for reasonable use associated with the training and development of the team. Protection of data and video is maintained by requiring a login/password combination to be entered by Client. Client acknowledges that there are inherent limitations to password protection over the Internet and that data and video made become available to the public if the password is compromised. Client is responsible for prohibiting the distribution of this login/password combination and is responsible for preventing the misuse or distribution of this login/password combination by coaches and players of the Client team. Match Analysis may revoke and replace login names at Match Analysis's sole discretion if misuse is detected.

Client acknowledges that the Tango online service is provided "AS-IS", that the service is subject to occasional technical and other difficulties that may render the service temporarily unavailable, and that under no circumstances is Match Analysis liable for any damages of any kind resulting from the use or the inability to use the service, unauthorized access to the service, or any other matter relating to the service.

Client agrees to abide by Match Analysis's Tango Online Terms of Service which may be updated from time to time for any reason and without notice.

Match Analysis reserves all rights to the collected data including but not limited to republication and resale. All data is Copyright Match Analysis and may not be reproduced or redistributed without the prior written consent of Match Analysis.

Client is granting Match Analysis permission to edit, modify, reformat, copy, distribute and/or transmit any video materials provided by Client for the sole use of Client as required herein. Match Analysis must obtain written permission from Client to copy, distribute, transmit, publicly display, or reproduce any part of the video except as required to fulfill the terms of this Agreement. All materials provided by Client shall remain the property of Client. Any videos, pictures, or names of current student-athletes supplied by Client may not be used by Match Analysis for commercial or advertising purposes.

By Submitting a video, Client warrants and represents that Client owns or otherwise controls all of the rights to Submissions that are granted to Match Analysis herein.

The undersigned parties agree to the terms and conditions contained herein:

Match Analysis
Signed [Signature] 19 SEP 2016
Title PRESIDENT
(date)

Client
Signed [Signature] 13 SEP 2016
Title Dean K. Endler
Director of Procurement Services
(date)

Match Analysis
1501 Powell St
Suite K
Emeryville, CA 94608
Tel: 510-655-8777
Fax: 510-655-9299