



CATAPULT

Catapult Sports LLC
181 Ballardvale St - Suite 101B
Wilmington, MA 01887
Phone #: +1 (312) 762-5332

Purchase Agreement & Letter of Intent

ORDER PROCESSING CENTER:
Fax #: (312) 226-6889

Sales Order Number:
Date: 3/22/19
Sales Rep: Cef
Contract Start Date: 8/16/19
Contract End Date: 6/15/20
Order Type: Subscription
1/1/19

Bill To:

Company: Texas A&M University Athletics
Contact: Curt Magnuson
Title: Director of Operations
Email: cmagnuson@athletics.tamu.edu
Street: 756 Houston Street
City: College Station
State: TX
Zip: 77843
Phone#: 979-458-3884

Ship To:

Company: Texas A&M University Athletics
Contact: Curt Magnuson
Title: Director of Operations
Email: cmagnuson@athletics.tamu.edu
Street: 756 Houston Street
City: College Station
State: TX
Zip: 77843
Phone #: 979-458-3884

Item	QTY	Description	Product Unit Price	Product Extended
19002	1	10 Month Renewal		
99999	1	Optimeye S5 Unit - 25 Quantity - \$ 175 Monthly per Device - \$52,500 Annually	\$52,500	\$43,750
		Corporate Authorized Discount - 25 Quantity - \$ -85 Monthly per Device - \$ -25,500 Annually	(\$25,500)	(\$21,450)
Encryption: Standard Encryption				
Payment Schedule: September 1 2019 - \$ 22,500				
The Purchaser agrees to pay the total amount of the purchase agreement for products outlined above.				
A Purchase Order will follow within _____ Days. Please send a copy of Purchase Order to finance@xosdigital.com.				

Subtotal \$22,500
Standard Shipping
Total (US Dollars) \$22,500

1. Payment is due upon signature; after 30 days, simple interest of 1.5% per month applies.
2. All sales are F.O.B. Catapult factory. Catapult will use reasonable efforts to meet requested delivery dates, but will not be liable for its failure to do so.
3. State or Local sales taxes will be assessed if valid tax exemption certificate (EC) is not provided. Fax EC to (312) 762-5744
4. Shipping Charges are based on Standard shipping rates. Expedited shipping requires an addition 25% shipping charge.
5. This Purchase Agreement is valid for thirty (30) days from date shown above.
6. Catapult will use reasonable efforts to meet requested delivery and installation (if applicable) dates, but will not be liable for failure to meet such requested dates. Exact dates to be arranged by Catapult Support Representative upon receipt of signed

THIS AGREEMENT IS INTENDED ONLY FOR THE USE OF ADDRESSEE AND CONTAINS INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. THE APPROVED PURCHASING AGENT UNDERSTANDS AND AGREES THAT THE TERMS OF THIS PURCHASE AGREEMENT AND THE TERMS FOUND AT WITHIN THE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS (TERMS) OVERRIDE AND RENDER NULL AND VOID ANY OTHER TERMS AND CONDITIONS PERTAINING TO THE SOFTWARE AND/OR GOODS, INCLUDING BUT NOT LIMITED TO PURCHASE ORDERS AND CUSTOMER/CLIENT TERMS AND CONDITIONS AND THAT SIGNATURE BELOW OR DELIVERY OF GOODS OR SERVICES HEREUNDER SHALL BIND BOTH PARTIES TO THIS PURCHASE AGREEMENT AND TERMS. IF THERE IS AN INCONSISTENCY BETWEEN THE PROVISIONS OF THIS PURCHASE AGREEMENT AND THE MASTER SUBSCRIPTION AGREEMENT DATED JUNE 15, 2014 BETWEEN CATAPULT AND TEXAS A&M UNIVERSITY, THE PROVISIONS OF THE MASTER SUBSCRIPTION WILL PREVAIL TO THE EXTENT OF THE INCONSISTENCY UNLESS THIS PURCHASE AGREEMENT EXPRESSLY SPECIFIES

ROBERT C BOUNDS DIRECTOR OF PROCUREMENT SERVICES

Signature of Approved Purchasing Agent

Print Name/Title

Date 5 APR 2019

Each signatory of the Subscriber warrants to Catapult and its affiliates that they are authorized by the Subscriber to sign the agreement on behalf of the Subscriber, and if signing under a power of attorney warrants to Catapult that they have no notice of the revocation of that power or of any fact or circumstance that might affect their authority to sign the agreement under that power.

State to Subscriber and each signatory at the Subscriber, please ensure that the following is completed: (i) the name and position at each signatory at the Subscriber; and (ii) the date of the signing. State to Subscriber, please ensure that a copy of the Subscriber Agreement Terms and Conditions and Equipment Order is returned to Catapult, together with a copy of this signature page.

If the reader of this agreement is not the intended recipient, or the employee or agent responsible for delivering the agreement to the intended recipient, you are hereby notified that any access, dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone, and delete the original message immediately.