



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/8/2024

Contract/Agreement Vendor: SPORTGAIT, LLC, Crosby Bugenhagen

Name of Vendor & Contact Person

cbugenhagen@sportgait.com

Vendor Email Address

annual license fee for concussion evaluation software

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

athletics

Reason/Audience to benefit

6/3/2024

BOE Date

\$ 1,500.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Dr. Dustin Smith

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: [Signature]

Leadership Team Member: [Signature]

Funding Source: 11/160

Fund/Project

11-160-1000-336-817-3330-000-003

OCAS Coding

☒ Consent

☐ Action

Accept and approve the NEW agreement between Broken Arrow Public Schools and SPORTGAIT, Inc. for an annual license fee – school package 4 – for software that can be used on a smartphone, hardware, or computer, includes unlimited baseline neuro-motor and neuro-psychological testing and unlimited post-testing for up to 1425 athletes for evaluating mild traumatic brain injury. The cost to the district is \$1500 and will be paid from General Funds. Terms of service are July 1, 2024 - June 30, 2025.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Mr. Chuck Perry

From: Dr. Dustin Smith

Date: 5/8/2024

Re: SPORTGAIT, Inc.: Consent Agenda

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and SPORTGAIT, Inc. for an annual license fee – school package 4 – for software that can be used on a smartphone, hardware, or computer, includes unlimited baseline neuro-motor and neuro-psychological testing and unlimited post-testing for up to 1425 athletes for evaluating mild traumatic brain injury.

ENCLOSURES/ATTACHMENTS

Agreement

SUMMARY

Software technology license fee for concussion evaluations to be used by our Athletic Sports Trainers for all district athletes. Cost to the district is \$1500 and will be paid for from general funds. Terms of service are July 1, 2024 – June 30, 2025.

FUNDING

General Funds

RECOMMENDATION

Approve

SPORTGAIT SOFTWARE LICENSE AGREEMENT

This Software Licensing Agreement ("**Agreement**"), dated as of 1st day of July 2024, is by and between SportGait, Inc., a North Carolina Corporation ("*SportGait*" or "*Company*") having an address at 803 S. College Rd, Wilmington, NC 28403 and Broken Arrow Public Schools a Oklahoma Public School having an address at 701 South Main Street, Broken Arrow, OK 74012 ("*Customer*," and together with SportGait, the "*Parties*," and each, a "*Party*").

WHEREAS, SportGait has developed Systems, as defined below, which it desires to License to Customer; and

WHEREAS, Customer desires to use the Systems as more specifically described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the terms defined in this Section 1 shall have the respective meanings as follows:

- 1.1 "*Facility*" means Customer's medical facility located at the address set forth on the Order Form, Exhibit B;
- 1.2 "*System*" means the Software system provided by SportGait to Customer listed on Exhibit B;
- 1.3 Intentionally left blank
- 1.4 "*Fees*" the consideration for the right to use the Equipment, Customer shall pay to SportGait the Software Use Fee as set forth on the Exhibit B;
- 1.5 "*Documentation*" means all written material supplied by SportGait related to the Equipment, Software and Systems.
- 1.6 "*Software*" means the SportGait software that may be used in the Equipment or Systems.
- 1.7 "*Order Form*" means the Order Form attached hereto as Exhibit B and incorporated herein by reference as if completely set forth;
- 1.8 "*SportGait Brain Physical*" means the battery of tests (CPT, Symptoms, VOMS, BKG, Balance, 4M Gait)
- 1.9 "Procedures" means any or all assessments found in the SportGait Brain Physical used to supplement normal medical examination ;

2.0 “*Consumables*” means certain materials supplied by SportGait that are subject to normal wear-and-tear that are the customer's responsibility to replace as needed.

2. TERM OF AGREEMENT.

The term of this Agreement (“Term”) begins on the Effective Date set forth on the Order Form and shall continue thereafter for an initial term of one (1) year commencing on 7/1/2024 and ending on 6/30/2025 or until terminated under Section 9, whichever is sooner.

3. INTENTIONALLY LEFT BLANK.

4. OWNERSHIP.

SportGait and/or its related affiliates are the owners of the System provided as part of the solution to the Customer. SportGait and/or its related affiliates have, and shall continue at all times to have, title to the System. Customer does not acquire, under this Agreement or otherwise, any right, title or interest to the System, except the right to use the System in accordance with the terms of this Agreement. As such, unless otherwise set forth herein, the System are, and shall remain at all times, the personal property of SportGait and/or its related affiliates, regardless of how it is or may become attached or installed.

5. SOFTWARE LICENSE

5.1. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, SportGait grants to Customer a limited non-exclusive and non-transferable license to (a) use the Software solely for its own internal use as installed for running the System, and (b) use the documentation in connection with the permitted use of the System. The license will commence on the date the Customer accepts the System and last until the Agreement is terminated by SportGait under Section 9. Customer agrees to pay the Fees as set forth in Exhibit B.

5.2. INTENTIONALLY LEFT BLANK

5.3. RESTRICTIONS. Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by SportGait; (b) sell, lease, license or sublicense the System; (c) copy, decompile, disassemble or reverse engineer the Software, in whole or in part, or otherwise attempt to derive source code, the underlying algorithms, ideas, structures or techniques from the Software (except to the extent that this limitation is prohibited by law); (d) allow access to the Software by any entity or individual other than Customer's employees or agents; (e) write or develop any derivative software or any other software program based upon the Software or any Confidential Information of SportGait and/or its related affiliates; (f) use the Software to provide processing services to third parties, or otherwise use the Software on a “service bureau” basis; (g) provide, disclose, divulge or make available to or permit use of the Software by any third party without SportGait’s prior written consent, use any of the System without a valid Certificate.

5.4. GOVERNMENT RESTRICTIONS. The Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212 (b), as applicable. Any use, modification, reproduction, release, performing display, or disclosing of the Software by the U.S. Government shall be governed by the terms of this Agreement.

5.5 APPROVED USE. The SportGait System is a clinical decision support (CDS) tool for use by a qualified medical professional. It is not a diagnostic instrument.

5.6. TERMINATION OF LICENSE. Any actions by the Customer, which would violate any of the terms and conditions of the section, shall be considered a material breach by the Customers

6. PAYMENT.

As full consideration for the right to use the System, Customer shall pay to SportGait the Fees as set forth on Exhibit B. Invoices shall be due and payable consistent with the terms of the Order Form. Invoices not paid within ten (10) days following the due date set forth on Exhibit B shall be subject to interest charged at the rate of 1.5% per month or the highest allowable by law, whichever is lower, for every month the amount remains unpaid. All invoices will be payable in US Dollars. Customer will pay all of SportGait's costs, including attorney's fees and expenses, incurred in connection with the collection of past due amounts from Customer. All Fees are due regardless of whether Customer is reimbursed for Procedures. SportGait will have the right to inspect, copy and audit, upon reasonable notice during and after the Term, such records that are maintained outlining the number of Procedures conducted by Customer in order to confirm that the number of Procedures conducted reflect the number of Procedures invoiced.

7. INTENTIONALLY LEFT BLANK

8. TERMINATION.

8.1 Either Party shall have the right to terminate the Agreement if there is a material breach of any of the terms, conditions, obligation or a default of the other Party.

8.2 SportGait may declare Customer in default under this Agreement if: (i) Customer fails to pay any obligations; (ii) Customer breaches any material representations, warranties or obligations under this Agreement; (iii) Customer becomes insolvent or ceases to do business as a going concern; (iv) a bankruptcy petition is filed by or against Customer and the petition is not dismissed within forty-five (45) days of the filing date; or (v) Customer materially defaults under any other material agreement or contract with SportGait or an affiliate of SportGait.

8.3 If Customer is deemed in material breach or default pursuant to the provisions above and fails within ten (10) days after receiving written notification of such material breach or default to commence and continue satisfactory correction of the default with diligence and promptness, SportGait may do one or more of the following: (i) declare all obligations (including but not limited to the Fees) under this Agreement immediately due and payable; (ii) require Customer to uninstall the System and/or (iii) pursue any other remedy available at law or in equity. If Customer fails to promptly uninstall the System within thirty (30) days following Customer's failure to cure its default, SportGait may peacefully take possession of the System without notice to or consent of Customer. Waiver of any default shall not be a waiver of any other or subsequent default.

8.4 If SportGait incurs any attorney's fees and/or other costs and expenses in connection with the enforcement, assertion, defense or preservation of SportGait's rights and remedies under this Agreement, Customer shall pay all of such fees, costs, legal fees or expenses to SportGait, or if prohibited by law, such lesser sum as may be permitted.

9. INTELLECTUAL PROPERTY RIGHTS.

Customer acknowledges that the System, including Software and hardware comprising the System, and its trademarks and logos incorporates valuable intellectual property rights of SportGait and/or its participating partners and that all such intellectual property rights, and all rights, titles, and interests in and to the System, including Software and, documentation, and all modifications and enhancements of the aforementioned (including ownership of all copyrights and other intellectual property rights) are and at all times shall remain under the sole and exclusive ownership of SportGait and/or its individual owners, subject only to the rights expressly granted to the Customer under this Agreement. **This Agreement does not provide the Customer with title or ownership of any of the System, including Software, but only a limited right to use the same solely upon the terms expressly set forth in this Agreement.** SportGait acknowledges that all data entered into the System by or on behalf of the Customer shall be wholly owned by the Customer; that use and disclosure of such data is and remains subject to applicable privacy laws, including HIPAA, the Business Associate Agreement between SportGait and the Customer, and the Privacy Policy as referred to in Section 19 below.; and that upon termination of the Agreement for any reason, SportGait shall deliver such data to the Customer in such format as the Company reasonably may request.

10. WARRANTY DISCLAIMER.

CUSTOMER ACKNOWLEDGES THAT THE SYSTEM IS PROVIDED HEREUNDER ARE PROVIDED ON "AS IS," AND "AS AVAILABLE," BASIS ONLY, WITHOUT WARRANTY OF ANY KIND, AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, CONDITIONS, REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY AND NONINFRINGEMENT OR WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE ARE EXCLUDED BY SPORTGAIT. SPORTGAIT DOES NOT WARRANT THAT THE SYSTEMS WILL MEET THE REQUIREMENTS OF ANY PERSON AND OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. ADDITIONALLY, SPORTGAIT MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING CUSTOMER'S REIMBURSEMENT FOR PROCEDURES.

11. LIMITED LIABILITY.

IN NO EVENT SHALL SPORTGAIT BE LIABLE OR OBLIGATED TO THE CUSTOMER IN ANY MANNER FOR ANY SPECIAL, NON- COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF OR AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL SPORTGAIT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES RECEIVED BY SPORTGAIT UNDER THE TERMS OF THIS AGREEMENT. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. THE PARTIES AGREE THAT THIS SECTION, TOGETHER WITH SECTIONS 9, 20 AND 21, ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES AND THAT SUCH ALLOCATION OF RISK IS REASONABLE. THIS ALLOCATION IS REFLECTED IN THE PRICING OF THE PRODUCTS AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

12. CONFIDENTIALITY/ NON-DISCLOSURE.

12.1 By virtue of the agreement, SportGait and the Customer may have access to information that is confidential to one another ("Confidential Information") related to the other's business affairs, treatment processes, and data. Confidential Information shall include but not be limited to information not generally available to the public relating to the other party's products, techniques, research data, trade secrets, processes, know-how, pricing, technologies owned by SportGait or the Customer and each of their affiliates, products, services, operations or customers, including without limitation, with respect to SportGait's information and documentation regarding or contained in the System, and the documentation regarding the System, and all information clearly identified as confidential at the time of disclosure.

12.2 Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

12.3 Each Party agrees that (a) it shall not use the Confidential Information of the other Party except as necessary for the performance of its activities as expressly authorized by this Agreement, (b) it shall not disclose or grant the use of the Confidential Information of the other party, except to such of its directors, officers or employees that need to know such Confidential Information for the purpose of performing its activities as expressly authorized by this Agreement, and (c) it shall not disclose or grant the use of the Confidential Information of the other Party to any third party without the prior written consent of the other Party. To the extent that disclosure is authorized by this Agreement, prior to disclosure, the Party making the disclosure shall obtain a written agreement of any such recipient to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement. Each Party shall notify the other Party promptly upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information. Except as otherwise provided in this Section 12, during the term of this Agreement and for a period of three (3) years thereafter, Customer shall not disclose any terms or conditions of this Agreement to any third party without the prior written consent of SportGait. The confidentiality obligations contained in this Section 12 shall not apply to the extent that such disclosure is reasonably necessary to comply with an applicable law, regulation of a governmental agency or order of a court of competent jurisdiction, provided that the Party making the disclosure shall provide written notice thereof to the other Party, when reasonable, and a reasonable opportunity to object to such disclosure or to request confidential treatment of the Confidential Information subject to such disclosure, and shall reasonably cooperate with the other Party in its efforts to preserve the confidentiality thereof. Upon written notification by the disclosing Party, all Confidential Information of the disclosing Party, and all copies thereof shall be destroyed or returned and not retained by the receiving Party in any form or for any reason and, upon request, it shall furnish written confirmation that it has done so. No license to the receiving Party, under any trademark, patent, copyright or other right, which is now or may thereafter be owned by the disclosing Party, or any subsidiary thereof, is either granted or implied by this Agreement.

13. INDEMNITY.

To the fullest extent permitted by law, the Customer and SportGait will indemnify, defend and hold harmless the other and its affiliates, as well as their respective directors, officers, employees, agents and representatives from and against any and all losses, damages (including but not limited to

compensatory, consequential, special and punitive damages), demands, claims, costs, penalties, injuries, interest, or expenses (including without limitation reasonable attorney fees and costs), associated with or incurred as a result of any claim, action, or proceeding arising out of or relating to (i) any breach of such Party's representations and obligations under this Agreement; (ii) any use of the System under this Agreement; (iii) such other Party's negligence or willful misconduct in performing its obligations under this Agreement.

14. INSURANCE.

14.1 Customer will obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 for property damage and \$2,000,000 in aggregate. Customer shall pay all such premiums for such insurance and must deliver proof of insurance coverage satisfactory to SportGait, if requested to do so. If Customer does not provide such insurance, Customer agrees that SportGait has the right, but not the obligation, to obtain such coverage and add an insurance fee to the amount due from Customer, on which SportGait may make a profit.

14.2 Customer, upon request, must provide a certificate and SportGait listed as the certificate holder of medical malpractice liability of \$1,000,000 an occurrence and \$3,000,000 in aggregate.

15. INTENTIONALLY LEFT BLANK.

16. TAXES.

Customer shall pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the System as part of the payment or as billed by SportGait.

17. COMPLIANCE; INSPECTION.

17.1 Customer shall comply with all governmental laws, regulations, requirements and rules, including without limitation environmental and licensing laws and all operating instructions and warranty requirements for the System and with the conditions and requirements of all policies of insurance with respect to the System and the terms of this Agreement.

17.2 Customer acknowledges that the SportGait system is to be used under supervision of an appropriate medical professional as defined by the concussion laws of the State the system is being used and any current amendments that occur from time-to-time.

18. INTENTIONALLY LEFT BLANK.

19. PROTECTED HEALTH INFORMATION AND PRIVACY POLICIES.

19.1 Customer agrees to execute a Business Associates Agreement with SportGait when deemed necessary by SportGait and/or by Customer that contains terms mutually agreeable to SportGait and Customer. "Protected Health Information" and "Disclosure" have the meanings set forth in 45 C.F.R. §160.103.

19.2 Customer agrees and accepts the provisions of the SportGait Privacy Policy, a copy of which is annexed hereto as Exhibit C.

20. RISK OF LOSS.

20.1 Customer assumes the entire risk of loss of the System Customer shall advise SportGait in writing promptly of the circumstances and the extent of any damage to the System.

21. FURTHER ASSURANCES.

Customer shall execute all documents and take all further actions reasonably requested by SportGait to protect SportGait's interests under this Agreement. If an individual is signing on behalf of Customer, that individual represents that he or she has authority to bind the Customer.

22. FORCE MAJEURE.

242.1. Force Majeure, which includes but is not limited to, acts of governments, acts of nature, fire, explosion, typhoon, flood, earthquake, tide, lightning, or war, means any event that is beyond the Party's reasonable control and cannot be prevented with reasonable care. However, any shortage of credit, capital or finance shall not be regarded as an event of Force Majeure. The affected Party who is claiming to be not liable for its failure to fulfill any term of this Agreement by Force Majeure shall inform the other Party, as soon as possible, of the approaches of the performance of this Agreement by the affected Party.

22.2. In the event that the affected Party is delayed in or prevented from performing its obligations under this Agreement by Force Majeure, only within the scope of such delay or prevention, the affected Party will not be responsible for any damage by reason of such a failure or delay of performance. The affected Party shall take appropriate means to minimize or remove the effects of Force Majeure and attempt to resume performance of the obligations delayed or prevented by the event of Force Majeure. After the event of Force Majeure is removed, both Parties agree to resume performance of this Agreement with their best efforts.

23. SOLICITATION OF EMPLOYEES.

The Customer agrees that for a period of three (3) years immediately following the termination of this Agreement with SportGait for any reason whatsoever, the Customer shall not, either directly or indirectly, solicit, induce, recruit or encourage any of SportGait's employees to leave their employment, or hire, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of SportGait, either for the Customer or for any other person or entity.

24. MISCELLANEOUS.

24.1 SURVIVAL OF TERMS FOLLOWING TERMINATION;

The provision contained in sections 9, 10, 11, 12, 13, 20, 23 and 24 shall survive and remain in effect even if this Agreement is terminated.

24.2 NOTICE. Any consent, notice or report required or permitted to be given or made under this Agreement shall be deemed effective when given in writing and (a) personally delivered, (b) received through certified mail, return receipt requested, or (c) received by nationally recognized overnight delivery, sent to the addresses set forth in Exhibit B, or to such other address as the addressee shall have last furnished in writing to the addressor.

24.3 ASSIGNMENT. Customer and SportGait may not assign or otherwise transfer (whether voluntarily, by operation of law or otherwise) this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer by a party in violation of this Section 24.3 shall be void. A sale and/or transfer of the assets of the SportGait and/or its parent, shall be a permitted transfer under this section.

24.4 CHOICE OF LAW, VENUE AND PERSONNEL JURISDICTION. The execution, validity, performance and interpretation of this Agreement shall be governed by and construed in accordance with the laws of North Carolina. Both Parties irrevocably consent and submit to personnel jurisdiction and the exclusive jurisdiction of the Courts of the State of North Carolina and waives any objection based on venue or *forum non conveniens* with respect to any action instituted therein arising under this Agreement or the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between the Parties or the conduct of such persons in connection with this Agreement or otherwise shall be heard only in the courts described above. The Parties confirm that the foregoing waivers are informed and freely made.

24.5 AMENDMENTS. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties.

24.6 INDEPENDENT CONTRACTORS. Each Party hereby acknowledges that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of the other Party to do so.

24.7 WAIVER. The waiver by a Party of any right hereunder, or of any failure to perform or breach by the other Party hereunder, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party hereunder whether of a similar nature or otherwise.

24.8 COUNTERPARTS. This Agreement and the same may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For the purposes of executing this Agreement, the Parties agree (i) a document signed and transmitted electronically or by facsimile shall be treated as an original document; (ii) the signature of any Party on such document shall be considered as an original signature; (iii) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; (iv) at the request of SportGait, Customer, who executed this Agreement and transmitted the signatures electronically or by facsimile, shall provide the original signature to SportGait; (v) a Party shall not be required, and the Parties waive any requirement for any Party, to produce the original of this Agreement in connection with any judicial, non-judicial, or other legal proceeding; (vi) any photocopy, microfilm, microfiche or optical image of this Agreement may be presented as evidence in lieu of the original in any legal proceeding and shall have the

same validity as the original; and (vi) the Parties intend the Electronic Signatures in Global and National Commerce Act and North Carolina's version of the Uniform Electronic Transactions Act to apply to this Agreement and the transactions contemplated hereby.

24.9 SEVERABILITY. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and the Agreement will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

24.10 ENTIRE AGREEMENT. This Agreement, together with the Exhibits, contain the complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

24.11 HEADINGS. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.



SPORTGAIT, Inc.

CUSTOMER

Name: Christopher D. Newton

By: Print Name

Title: CEO

Title:

803 S. College Rd

Street Address

Street Address

Wilmington, NC 28403

City/State/Zip

City/State/Zip

Exhibit A
Software Provided

Equipment for Mobile Screener App:

- Software

Hardware, Smartphone, and/or Computer **NOT** included, and Customer must purchase separately

**Exhibit B
Order Form**

Customer: Broken Arrow Public Schools			Effective Date:	7/1/24
Location(s): 1901 East Albany, Broken Arrow, OK 74012 Phone: 918-355-3676 Name of Primary Contact: Daniel Steward Email: dsteward@baschools.org				
Line Item	Quantity	Description	Annual Fee	Total
SportGait Systems (Exhibit A)				
1	1	Annual License Fee – SportGait School Package 4 – includes unlimited baseline testing and unlimited post-testing for up to 1425 athletes.	\$1500	\$1500
TOTAL DUE				\$1500

To place an order, Customer must sign this Order Form. All Orders are subject to acceptance by SportGait and will be effective only upon the execution, by both Parties of a SportGait Software Licensing Agreement.

Effective Date of Contract: 7/1/2024

Payment Terms:

1. All other invoices are due net 30 days from invoice.

Agreed and Accepted by:

By Signature: _____

Printed Name: _____

Agreed and Accepted by: SportGait, Inc.


By Signature:  _____
Christopher D. Newton - President and CEO

Exhibit C
Privacy Policy

Terms: <https://sportgait.com/terms.html>

Privacy: <https://sportgait.com/privacy.html>