PURCHASE AND SUBSCRIPTION AGREEMENT

THIS PURCHASE AND SUBSCRIPTION AGREEMENT (this "Agreement") is between Catalyft Labs, Inc., a Delaware corporation, doing business as Perch, whose address is 288 Norfolk St., Cambridge MA 02139 ("Catalyft"), and Glenbrook South High School   , whose address is   3801 West Lake Avenue Glenview, IL 60026   ("Customer"). Each of Catalyft and the Customer is a "Party" and together they are "the Parties". These terms and conditions (this

"Agreement") establish terms under which Customer will purchase pieces of the Hardware and license the Apps from Catalyft.

RECITALS

A. Catalyft has developed and offers for sale a "Solution" used to measure strength and conditioning by measuring the velocity and power output of resistance exercises, and to provide metrics to athletes and coaches regarding athlete workouts. The Solution is further defined as and comprised of:

    1. The following, which collectively are "the Hardware:"

        a. Velocity based training sensors ("Sensors");

        b. Tablet computing devices ("Tablet");

        c. Battery ("Battery");

        d. Weight rack mounting adapter ("Rack Adapter");

        e. Tablet Mount ("Tablet Mount"); and

        f. Carrying Case ("Carrying Case") and

    2. The following, which collectively are "the Services:"

        a. Licenses to software applications (the "Apps") whether or not reliant on periodic subscriptions to Catalyft's online services;

        b. Support for the Hardware and Apps; and

        c. Hosted Services (the "Hosted Services").

The Hardware and the Services are more fully described at Catalyst's website at www.perch.fit and its subdomains (the "Website").

B. Customer desires to purchase the Hardware, to license the Apps and to obtain the Services, and Catalyft is willing to sell the Solution and to provide the Services to the Customer and its Users, on the terms set forth in this Agreement.

IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AS THE CUSTOMER. Please Sign this document or otherwise purchase Hardware or subscribe to the Apps and Hosted Services only if you agree to be legally bound by all terms and conditions of this Agreement. Your acceptance of this Agreement creates a legally binding contract between you and Catalyft, and governs your use of the Hardware, Apps and any other services provided by Catalyft. If you do not agree with any aspect of this Agreement, then do sign this document in which case you may not purchase or subscribe to our products or services.

1. **Purchase and Sale of Hardware**

a. Catalyft hereby sells to Customer, and Customer hereby purchases from Catalyft, the Hardware, set forth in Exhibit A. Exhibit A.

b. Catalyft will use good faith efforts to deliver such Hardware to Customer at the address and on the timing set forth in Exhibit A.

c. Except as may be agreed in Exhibit A or in Payment schedule (Exhibit D) upon Catalyft's receipt of payment of the Purchase Price, Catalyft shall use reasonable commercial efforts to deliver the Hardware. If Exhibit D has not been attached, then payment schedule is not applicable to this purchase.

d. Except as may be otherwise agreed by Catalyft, Customer is responsible for installation and use of the Hardware. Title to the Hardware (but not the Apps) will pass to Customer upon delivery of the Hardware to Customer. Delivery of Hardware shall be FOB Customer. Products shall be deemed accepted upon delivery, without limiting the warranty commitments set forth below.

e. Customer may return Hardware, in its original condition without damage, for any or no reason, to Catalyft within thirty (30) days of delivery, at Customer's own cost of such return shipping. The customer will be refunded the total purchase amount less shipping, tax and the value of one month of software and support service. The charge for 1 month of software and support service will be calculated by taking the total amount charged for this service on corresponding PO / Invoice and dividing by the total length of the the contract in months. Hardware shall otherwise not be returnable.

f. The Parties may agree to additional purchase orders for other or additional Hardware or Services, each of which also shall be deemed a "Purchase Order" under and subject to this Agreement when executed by both Parties. No Purchase Order shall modify the terms and conditions of this Agreement.

2. Licensing and Subscriptions

a. **Grant of License to Apps.** The Apps are software-as-a-service; The web app is for use on a computer, and accessible via any standard Internet browser. The tablet app is for use on Tablets and are accessed by downloading a specific Catalyft App available from the Android for Apple store at no additional fees or charges to the Customer. The Apps provided for use in or with the Solution (whether initially, as part of maintenance or support or otherwise) are not sold, but rather is licensed solely for the Customer's internal use only as installed in the Hardware and strictly in accordance with the documentation and any other use restrictions applicable for the Solution. Subject to Customer's compliance with the terms and conditions of this Agreement and if, Catalyft hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, royalty-free, fully paid-up, perpetual license to use such Apps solely for Customer's and its individual clients' use of the Solution for their internal purposes and not for resale, and subject in all respects to the terms of this Agreement. Customer acknowledges and agrees that some of the Apps are dependent upon a separate fee-bearing subscription, described in more detail in section (b) below and in Exhibit A. The features and functionality which the Customer is currently purchasing are set forth in Exhibit B.

b. **Subscriptions to Services; Subscription Fees; Term and Termination.** Any Services made available in connection with the Services or Hardware shall be subject to Customer's subscription to such Apps. Customer hereby subscribes to the Services set froth in Exhibit A.

i. The Subscription Periods shall automatically renew for successive periods unless either Party provides notice of non-renewal at least thirty (15) days prior to the end of the ending Subscription Period or if Parties agree in a writing signed by all Parties to a different subscription period.

ii. Customer agrees to subscribe to the Hosting Services and Subscription period as set forth in Exhibit A and B. The features and functionality of the Apps and Hosting Services that to which Customer is subscribing as of the Effective Date of this Agreement are set forth in Exhibit B.

iii. Catalyft may increase pricing for successive annual Subscription Periods by delivery of notice at least forty-five (30) days prior to the commencement of such Subscription Period for services listed in Exhibit B. Annual increases shall not exceed 10%. For enhancements and/or new releases that substantially increase the features or functionality of the Apps, Catalyft may propose new pricing, which, if accepted shall thereafter be subject to the 10% annual increase cap. The only features subject to the 10% annual increase are those outlined in Exhibit B.

iv. Catalyft will issue to Customer and/or authorize one or more administrative Users (each, an "Administrator") appointed by Customer to create and issue to each User a user login and password for access and use of the Hosted Services and the Apps. Customer and its Users are responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the User to whom it was issued. Customer is solely responsible for any and all access and use of the Hosted Services that occurs under Customer's or its Administrators' accounts. Customer shall restrict its Users from sharing passwords. Customer agrees to promptly notify Catalyft of any unauthorized use of Customer's or any User's account and/or login and password, or any other breach of

security of which Customer obtains actual notice. Catalyft shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section. Each individual User shall be required to agree to and accept the Terms of Service set forth on Catalyft's platform from time to time, at the following link: https://perch.fit/policies/.

v. Termination of Services. Either party may terminate this Agreement at any time after the first Subscription Period upon thirty (30) days prior written notice, without cause. Either Party may terminate this Agreement at any time under the following circumstances:

1. By giving thirty (30) days' prior written notice to the other Party upon the occurrence of a material default or breach by such other Party of the terms of this Agreement unless such default or breach is cured within such thirty (30) day period (to the extent such breach is curable). The time period for notice and cure of any payment obligation shall be ten (10) days.

2. Immediately upon written notice by either Party in the event that other Party (a) becomes insolvent, (b) files a voluntary petition in bankruptcy, (c) is subject to an involuntary petition in bankruptcy filed against it, which petition is not removed within sixty (60) days of its filing, or (d) is unable to pay its debts as they become due.

3. Upon any expiration or termination of this Agreement:

a. All licenses to the Apps and the Hosted Services shall terminate;

b. The Customer will pay Catalyft undisputed fees for all Services satisfactorily performed prior to the effective date of termination or expiration to the extent, if any, that such fees are due and payable under this Agreement;

c. Catalyft will refund any prepaid fees for which Services were not performed (on a pro-rated basis, calculated monthly or party thereof) and the Customer may offset any fees due to Catalyft against any refunds due to the Customer

3. Limited Warranties and Disclaimers

a. Hardware Warranties and Remedies

i. Catalyft warrants, the hardware purchased the first Subscription purchased in Exhibit A will be free from defects in design or manufacture and will operate in conformance with their user documentation under normal use and conditions.

1. The foregoing warranty shall not apply to the Hardware or any portion thereof that (i) have been altered, moved, modified or repaired by anyone other than Catalyft or (ii) have been damaged in any manner after delivery.

2. Catalyft will provide a standard warranty and support, at no charge. Customer can choose to purchase additional warranty and support services. The level of warranty and support is outlined in Exhibit A. The details of this warranty and support being provided to the customer is outlined in Exhibit C. Warranty shall begin upon delivery to the customer.

b. <u>App and Hosted Services Warranty and Remedies.</u> Catalyft expressly warrants that the Apps and the Hosted services shall operate and include all of the features and functionality described in Exhibit B and shall be available 24/7/365, except for periods of scheduled maintenance of which Customer is give prior written notice

c. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 3, THE SOLUTION AND ALL COMPONENTS THEREOF ARE PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER AND ITS USERS ARE SOLELY RESPONSIBLE FOR ALL ATHLETIC TRAINING AND WORKOUTS OCCURRING IN CONNECTION WITH THE SOLUTION..

4. **Confidentiality, Proprietary Rights, and Information Security**

a. <u>Restrictions</u>. Customer shall not, and shall not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Solution; (ii) modify, translate, or create derivative works based on the Solution; or (iii) use the Solution other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

b. <u>Ownership</u>. Customer agrees and acknowledges that Catalyft owns all right, title and interest in and to the Solution and any modifications made to the Solution (including in response to feedback from Customer) and all intellectual property rights therein (collectively, the "Solution Materials"). Customer hereby assigns to Catalyft all right, title and interest of Customer in and to any such Solution Materials. Customer further agrees that all code, inventions, algorithms, designs, know-how, ideas, and all business, technical and financial information it obtains from Catalyft, as well as the Solution Materials, are the confidential information of Catalyft ("<u>Confidential Information</u>"). Except as expressly allowed herein, Customer will hold in confidence and not use or disclose any Confidential Information. Customer's nondisclosure obligation will not apply to information it can document is generally available to the public (other than through breach of this Agreement). Customer shall not publish, distribute, or discuss any studies, research, documentation, or data regarding the performance of the Solution without the consent of the Catalyft. Notwithstanding anything else in the Agreement or otherwise,

c. <u>User Information; Usage Data</u>. Catalyft will not use the information regarding each User's workouts and performance for any purpose other than providing the Hosted Services. The User may delete all such information from the Hosted Services at any time. Without limiting the foregoing, Catalyft may monitor Customer's and its Users' use of the Hosted Services and create and use data and information related to such use in an aggregate or de-identified manner, including to compile statistical and performance information related to the provision and operation of the Hosted Services and related Apps. Customer agrees that Catalyft may

make such data and information publicly available and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or any of the Customer's Users. Catalyft retains all proprietary rights in such data and information.

d. Suggestions. Customer hereby grants to Catalyft, at no charge, a non-exclusive, royalty-free, worldwide, transferable, sublicensable (through one or more tiers), perpetual, irrevocable license under Customer's suggestions, comments and other forms of feedback ("Feedback") regarding the Solution provided by or on behalf of Customer to Catalyft, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback and/or derivative works in the Solution or any other products or services. Feedback is provided "as is" without warranty of any kind.

e. Sensitive Data is the customer's confidential Information that comprises and/or includes the personally identifiable information of any individual and includes a person's name, mobile telephone number, any facial recognition of other biometric markers, player names, jersey numbers and positions, personal health information, physical performance information, and any other identifying information such as address, email address, driver's license number, credit or debit card number, or other information or data serving to identify any individual. As to Sensitive Data:

i. Customer shall own all Sensitive Data generated, collected, transmitted and/or stored pursuant to this Agreement. During the Term, the Customer grants to Catalyft a limited, nontransferable, nonexclusive license to obtain, possess, transmit, use, and store Sensitive Data solely for the purposes of this Agreement, for the benefit of the customer, and for the improvement of the product. During the Term Catalyft shall provide the customer with a means for securely downloading Sensitive Data, and upon any expiration or termination of this Agreement, shall ensure that the customer obtains all Sensitive Data.

ii. Catalyft shall ensure that all Sensitive Data it transmits, collects, or stores shall be encrypted in transmission (at the minimum standard of TLS 1.2) and at rest (at the standard of AES 256 or greater).

iii. Except as expressly permitted by this Agreement, Catalyft shall not use or disclose Sensitive Data other than in connection with providing the Services during the Term of this Agreement, and shall not be disclose, sell, assign, lease or otherwise transfer or provide Sensitive Data to third parties without the prior written consent of the customer. Upon the Customer's request at any time during the Term or thereafter Catalyft shall securely erase or destroy Sensitive Information in the possession of Catalyft or any third party hosting or other services provider. Catalyft may not withhold any part of the Sensitive Information during the pendency of claim of default under or breach of this Agreement, or any dispute resolution proceedings.

iv. Catalyft shall use reasonable safeguards to prevent the unauthorized use or disclosure of Sensitive Data and will implement (or will use reasonable efforts to cause our third party hosting services providers to implement) administrative safeguards, physical safeguards, technical safeguards, policies, procedures, and documentation requirements that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Sensitive Data that creates, receives, maintains, or transmits. Catalyft agrees to

report to the customer any use or disclosure of Sensitive Data not permitted or required by this Agreement of which Catalyft becomes aware, or of which Catalyft, in the exercise of reasonable diligence, should have been aware. Catalyft further agrees to ensure that any third parties having access to Sensitive Data agrees to the same restrictions and conditions that apply to Catalyft through this Agreement.

v. Catalyft shall notify the Customer of any breach of Sensitive Information, investigate such breach and take reasonable steps to mitigate any effects of such breach.

vi. Catalyft shall not use or disclose Sensitive Data for any purpose not permitted by this Agreement without the customer's prior written consent. Catalyft shall not directly or indirectly receive remuneration in exchange for Sensitive Data, without a valid authorization. Without limiting the foregoing, Catalyft is specifically prohibited from selling Sensitive Data and from retaining, using, or disclosing Sensitive Data for a commercial purpose other than providing the Services as specified in the Agreement or in any manner outside of the direct business relationship between Catalyft and the customer.

vii. Catalyft further covenants, warrants and represents to the Customer as follows:

1. that its cloud services provider is Amazon Web Services ("AWS"), and that all Sensitive Data is stored, archived and backed up to servers and data centers located only within the continental United States;

2. that it implements reasonable and appropriate measures designed to help secure the App, Services, and back-end infrastructure against accidental or unlawful data loss, access or disclosure, and shall provide the customer with reports of measures taken upon request.

3. that, expressly provided by this Agreement, Catalyft does not have, and shall not have, access to Sensitive Data, except as necessary to (1) provide the Services (2) improve the product through internal development or (3) as necessary to comply with the law or a binding order of a government body, and that Catalyft is bound by a confidentiality agreement that meets the requirements of this Agreement.

5. **Limitation of Liability; Disclaimers**. Regardless of the form of action (whether in contract, tort, breach of warranty or otherwise), IN NO EVENT (A) SHALL CATALYFT'S MAXIMUM LIABILITY TO THE CUSTOMER FOR ALL DAMAGES AND CLAIMS CUMULATIVELY, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID HEREUNDER TO CATALYFT IN THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM OR (B) SHALL CATALYFT BE LIABLE TO CUSTOMER OR ANY USER FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF CATALYFT HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF CUSTOMER AND ITS INDIVIDUAL USERS OF THE SOLUTION TO ENSURE THAT SUCH USERS ARE OF AN APPROPRIATE FITNESS LEVEL TO USE THE SOLUTION.

6. **Indemnification**.

a. <u>By Customer</u>. Customer shall defend Catalyft and its affiliates and their respective directors, officers, employees, representatives and agents (the "<u>Catalyft Parties</u>") from all claims, demands, actions or other proceedings (collectively, "<u>Claims</u>") made or instituted by any third party (excluding a Party's affiliates) against any of them and arising out of Customer's or its Users' use of the Solution or any portion thereof except as provided in Section 7(b) below, and Customer shall indemnify and hold harmless the Catalyft Parties from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) ("<u>Losses</u>") awarded to such third party by an arbitrator or court of competent jurisdiction or in a settlement approved by Customer, as a result of such Claims.'

b. <u>By Catalyft</u>. Catalyft shall defend Customer and its affiliates and their respective directors, officers, employees, representatives and agents (the "<u>Customer Parties</u>") from all claims made or instituted by any third party (excluding a Party's affiliates) against any of them and arising out of a third party claim that the Solution (other than the Tablet) infringes the intellectual property rights of such third party, and Catalyft shall indemnify and hold harmless the Customer Parties from and against all Losses (as defined above) awarded to such third party by an arbitrator or court of competent jurisdiction or in a settlement approved by Catalyft, as a result of such Claims.

c. <u>Procedure</u>. In connection with making a claim for indemnification hereunder the indemnified Party shall provide (i) prompt written notice of any such claim is given (except that this obligation shall only limit the indemnifying Party's defense and indemnification obligations hereunder to the extent such failure materially prejudices the indemnifying Party's defense of such action), (ii) the indemnifying Party with sole control of the defense and settlement of the applicable indemnified claims (so long as any such settlement does not impose any admissions, restrictions or liability on the indemnified Party) and (iii) all reasonably requested cooperation and assistance in connection with the defense of such claim, at the indemnifying Party's expense. The indemnifying Party will have the right to control of the defense and settlement in consultation with the indemnified Party of all claims for which it is responsible for indemnification. The indemnified Party shall not settle or compromise a claim for which it is seeking indemnification without the prior written consent of the indemnifying Party, and the indemnifying Party shall not settle or compromise such a claim in any manner that would impose any obligation on the indemnified Party or otherwise have an adverse effect on the indemnified Party's rights or interest, without the prior written consent of the indemnified Party. The indemnified Party will have the right to employ separate counsel at the indemnified Party's expense to participate in the defense of the applicable claim for which indemnity is being sought, subject to the indemnifying Party's control of such defense as noted above in this Section 7.3.

a.Each Party (the "Indemnifying Party") hereby agrees to defend, indemnify, save and hold harmless the other Party and its subsidiaries, affiliates, related entities, owners, shareholders, partners, agents, employees, officers, directors, and each of them (the "Indemnified Party") from any and all threatened or actual third party claims of any kind, and all losses, damages, settlements, judgments, liabilities, fines, penalties, costs, and expenses (including, but not limited to, the reasonable fees of outside attorneys, consultants and expert witnesses and all related costs and expenses) (all of the foregoing are "Claims") arising out of or relating to (a) any negligent or willful act or omission by the Indemnifying Party or any of its officers, directors, employees, or agents, or the conduct of the Indemnifying Party's business that violates the rights of any third parties; and/or (b) the

inaccuracy of, or default or breach of, any of the terms, obligations, covenants, representations and/or warranties made by the Indemnifying Party in this Agreement.

b. Without limiting Section 6(a) and pursuant thereto, Catalyft also shall defend, indemnify, save and hold harmless the Customers Indemnified Parties from any and all Claims of any kind arising out of or relating to the Customer's authorized use of the Services in accordance with the terms and conditions of this Agreement, including, without limitation, intellectual property infringement Claims.

c. Each Party shall give the other prompt written notice of any action, suit, or claim and shall cooperate in the defense of such claim. The obligation to defend arises as soon as any claim is asserted, and the obligations of this Section are independent of any insurance coverage that may apply. No suit, action or claim to which an indemnification obligation applies may be settled without prior written approval of the other Party. As the Parties intend complete indemnification, the reasonable outside attorneys' fees and costs of any proceeding to enforce this Section also shall be reimbursed in full. This Section shall survive any termination or expiration of this Agreement.

7. **Miscellaneous**.

a. Entire Agreement; Modifications. This Agreement, together with each Purchase Order, sets forth the entire agreement between the Parties relating to the matters covered by this Agreement, superseding all other oral or written representations, understandings, proposals or other communications between the Parties. This Agreement may be modified only by a written instrument signed by an authorized representative of each Party.

b. Assignment. This Agreement may not be assigned by Customer in whole or part without the prior written consent of Catalyft, and any purported assignment without such consent will be void. This Agreement will be binding upon and inure to the benefit of Catalyft's and Customer's successors and permitted assigns.

c. Relationship of the Parties. Catalyft and Customer are independent contractors, and nothing in this Agreement will be construed as making them partners or as creating the relationships of employer and employee, or principal and agent between them, for any purpose whatsoever.

d. Force Majeure. Neither Party shall be liable for delay in performance or failure to perform in whole or in part the terms of this Agreement due to strike, labor dispute, act of war, terrorist act, labor shortage, riot or civil commotion, act of public enemy, fire, earthquake, flood or act of God or other cause beyond the control of such Party.

e. Severability. In the event that any provision of this Agreement is for any reason void or unenforceable in any respect, such provision will be without effect to the extent of the void status or unenforceability without affecting such provision in any other respect and without affecting any other provision.

f. Governing Law; Venue. This Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to its laws or regulations relating to conflicts of law. Each

Party hereby irrevocably consents to the exclusive jurisdiction of the courts of Middlesex County, Massachusetts and the federal courts situated in Massachusetts in connection with any action or dispute arising between the Parties under or in connection with this Agreement.

g. <u>No Waiver</u>. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the Parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

h. <u>Headings</u>. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

i. <u>Notices and Point of Contact</u>. All notices and other communications under this Agreement shall be in writing and may be given by any of the following methods: (a) personal delivery; (b) registered or certified mail, postage prepaid, return receipt requested; (c) reputable overnight delivery service or (d) email. Notices shall be sent to Catalyft at the appropriate party at its address given below and to Customer at the address provided in the applicable Purchase Order (or at such other address as specified by notice):

<u>Catalyft Labs, Inc.</u>
288 Norfolk Street
Cambridge, MA, 02139
Jacob Rothman, CEO

SIGNATURE PAGE

Catalyft Labs, Inc.

Signature_____*Jake Santora*_____

Name____Jake Santora_____

Date____06 / 10 / 2021_____

Title____Business Development_____

"Customer"____Glenbrook South r_____

Signature_____*Ryan Bretag*_____

Name____Ryan Bretag_____

Date____06 / 11 / 2021_____

Title____Director of Instruction_____

Shipping Information

ATTN :____Ryan Bretag_____

Address Line 1: ____4000 West Lake Ave_____

Address Line 2: _____

City: ____Glenview_____

State: ____IL_____

Zip Code: ____60026_____

Country:____United States_____

PRODUCTS BEING PURCHASED

Name	Price	QTY	Subtotal
Camera System	$2,299.00	14	$32,186.00
Rack Adapter	$269.00	14	$3,766.00
Tablet Mount	$89.00	14	$1,246.00
Installation and Training	$2,999.00	1	$2,999.00
Shipping	$300.00	1	$300.00
Subscription	$5,500.00	1	$5,500.00

Subtotal	**$45,997.00**
Tax	**$0.00**
Total	**$45,997.00**

BASIC **Software Package***

TABLET APP	Access to all current features though tablet app
WEB APP	Access to all current features through web app
DATA STORAGE	Unlimited Athletes Maximum of 4 years of data storage*
INTEGRATIONS / API	Not included*
ACCESS TO FUTURE FEATURES	Future features may cost more depending on which tier they fall into*

EXHIBIT C

STANDARD + SUPPORT	
SUPPORT TYPE	Email and Phone through Perch's support channels Dedicated Account Manager
SUPPORT HOURS	8 AM - 6 PM EST (Monday - Friday)*
RESPONSE TIME	24 hour response*
TRAINING AND INSTALLATION	Unlimited video support and training during first month after install*
CONTINUED EDUCATION	Exclusive access to customer only webinars held by Perch*
RESOURCES	All user guides
LOCATIONS	1 Supported location*

STANDARD + WARRANTY	
WARRANTY LENGTH	Extended warranty (18 months)* OR Length of Lease
COVERAGE	All non-conforming hardware
TIME TO REPLACEMENT	Replacement parts shipped within 2 business days (after support call with customer)*
SHIPPING	Customer pays for return shipping. Perch pays for shipping to customer. Ground shipping*
REPLACEMENTS	New products. Replacement products will be the same model as original

* Indicates that these services can be upgraded / modified to suit your organization's needs.

Talk to your Perch representative for more information.

<u>EXHIBIT D</u>

SPECIAL PAYMENT TERMS

Date of Payment	Description	Payment Due	Balance
6/10/21	14 Camera System	6/20/21	$32,186.00
6/10/21	14 Rack Adapter	6/20/21	$3,776.00
6/10/21	14 Tablet Mount	6/20/21	$1,246.00
6/10/21	Install & Training	6/20/21	$3,000.00
6/10/21	Shipping	6/20/21	$300.00
7/1/21	Software Analytics, Storage & Support	7/15/2021	$5,500.00

Signature Certificate

Document Ref.: 6SPCM-GFDDR-TIAXR-ZQHOV

Document signed by:
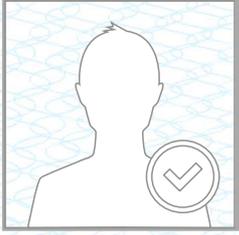
Jake Santora

E-mail:
jakes@perch.fit

Signed via link

| IP: 72.207.66.194 | Date: 10 Jun 2021 20:13:07 UTC |

Jake Santora

Ryan Bretag

E-mail:
rbretag@glenbrook225.org

Signed via link

| IP: 198.17.110.24 | Date: 11 Jun 2021 19:30:43 UTC |

Ryan Bretag

Document completed by all parties on:
11 Jun 2021 19:30:43 UTC