

FAX COVER

INSTRUCTIONS:

Please Fill Out the Following and Fax to

404-506-9870



TO:

BLUE SOMBRERO

FROM: _____

CHURCH NAME: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT PHONE: () _____

TOTAL NO. OF PAGES INC COVER: 6

RE: BLUE SOMBRERO UPWARD AGREEMENT



BLUE SOMBRERO
Online Registration & Club Management

CONTACT NAME _____

CHURCH NAME _____

CHURCH ADDRESS _____

Dear **Upward Church Partner:**

We are pleased to be retained by _____ (hereinafter the "Company") to provide a non-exclusive, non-transferable license for use of Blue Sombrero's suite of software and support as defined in Appendices A and B of this letter. Prior to undertaking an engagement, it is our practice to provide our clients with an engagement letter (hereinafter the "Agreement") in order to confirm our mutual understanding of the basic terms and conditions under which this license will operate.

Company agrees to pay Blue Sombrero a one-time account activation fee of **\$125.00** due within five (5) days from the date of acceptance of this Agreement (hereinafter "Effective Date").

Company agrees to pay Blue Sombrero an amount equal to **\$2.00** per Registrant (hereinafter "Registrant Fee") for the time period beginning on the Effective Date.

A "Registrant" is defined as an individual in Company's league, program or association who registers for one registration event (defined as one season of Company's league program or association or, in the case of registration for a single event, one event) regardless of how that individual pays for the registration. Accordingly, if the same individual registers for an additional registration event, he or she is treated as an additional Registrant, and Company agrees to pay the Registrant Fee for each registration event.

If Company processes payment for Registrants through Blue Sombrero's merchant account, Company agrees to pay Blue Sombrero fees charged for payment processing per Registrant who pays via Blue Sombrero's merchant account.

Blue Sombrero agrees to provide reasonable support and maintenance according to Appendix B. Also, Blue Sombrero will provide training according to Appendix B.



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Online Registration & Club Management

This Agreement shall begin as of the Effective Date and shall extend for as long as Company continues to use the service. At any time Company may deliver written notification to Blue Sombrero of its intent to leave this Agreement and this Agreement shall terminate (30) days after receipt.

Either party may terminate this Agreement if the other party materially breaches any of the provisions of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Immediately following termination or expiration of this Agreement for any reason, Company shall cease use of Blue Sombrero's suite of software as defined in Appendix A, return to Blue Sombrero all such licensed software and other confidential information and/or trade secrets and other property and materials belonging to Blue Sombrero, and promptly pay Blue Sombrero all payments due under this Agreement.

This Agreement and the attachments hereto set forth the rights and responsibilities of the parties to this engagement letter with respect to the subject matter hereof.

We look forward to the opportunity to serve the Company and are grateful that you have chosen us for your business. I hope that this Agreement has been helpful in clarifying the scope of our engagement.

If the foregoing is an acceptable summary of the terms and conditions of our engagement, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below. Your signed copy should be returned to us either via facsimile or mail.

Sincerely,

BLUE SOMBRERO



AGREED and ACCEPTED:

*Please fill in top section only

Church Name: _____

Contact Name: _____

Title: _____

Signature: _____

Date: _____

BLUE SOMBRERO, LLC

Name: _____

Title: _____

Signature: _____

Date: _____



BLUE SOMBRERO
Online Registration & Club Management

Appendix A

Licensed Software

BLUE SOMBRERO shall provide to Company a software program pursuant to the terms and conditions of the Agreement referenced above that contains the following functionality:

- Online Camp Registration
- Online Rec Registration
- 'Slice and Dice' Emailer
- Credit Card Processing
- Standard Reporting
- Detailed Bi-Weekly Credit Card Reconciliation
- Order Tracking
- Accounts Receivable Management
- Credit Card Payment to Open Balance
- Admin Manual Order Entry
- Custom Website Banner Graphics
- Custom Fees and Discounts
- Online Volunteer Sign Up
- Customizable Online Registration Setup
- Dynamic Report Builder
- Online Donations
- Order Price Adjustment



BLUE SOMBRERO
Online Registration & Club Management

Appendix B

Support & Admin Licenses

BLUE SOMBRERO shall provide to Customer training and support as detailed below:

Support and Training

Admin Support:

Access to Blue Sombrero Support Site Knowledge Base: INCLUDED

Dedicated Account Manager: INCLUDED

Email Support: INCLUDED

Phone Support (Scheduled): INCLUDED

Parent Support:

Parent Support FAQ Link: INCLUDED