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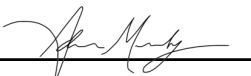
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") made effective August 1, 2026 ("Effective Date") by and between Sourcereer Software, LLC ("Sourcereer"), having its principal office at 425 Main Street, 2nd Floor, Johnstown, PA 15901, and Richland School District ("Client"), having its principal office at 1 Academic Avenue Suite 200, Johnstown, PA 15904 (hereinafter referred to as "Parties").

This Software License Agreement sets forth the proposed terms and conditions of the Services described hereunder and shall govern the relationship between the Parties until replaced by a definitive, formal software license agreement addressing the same services and subject matter (the "Agreement"). The Services considered in this Agreement are subject in all respects to the following:

- 1. THE CLIENT:** Richland School District (the "Client"). The organization who uses the Diamond Pass platform to provide an experience to its fan/user base.
- 2. THE DEVELOPER:** Sourcereer Software, LLC (the "Developer"). The owner and operator of the Diamond Pass Platform
- 3. THE USER:** Individuals using the Software System to purchase items and engage in providing fan engagement activities through the application platform. (the "User").
- 4. THE SOFTWARE:** Sourcereer's Diamond Pass Software Platform provides a white-labeled app that allows Users to purchase tickets, receive fan engagement messages, and use other features of the platform for richer in-venue experience. Use of this software does not require any equipment purchase.
- 5. SOFTWARE LICENSE & USAGE:** Client is granted a non-exclusive, non-transferable license to use the Diamond Pass software applications developed by Developer from 8/1/2026 to 7/31/2027 for the regular varsity football season. Subsequent terms of use by the Client require renewal of agreement.
- 6. SUPPORT & MAINTENANCE:** Developer will provide technical support, maintenance, and branding services for the application platform for an annual fee of \$2,000. This includes necessary updates to the software and general technical support throughout the covered period. No additional workers will be required to use this software during games. (See Exhibit A)

Is the annual support, maintenance, and branding fee waived for the Client? ☒ Yes ☐ No

Approved by: Adam Murphy 

7. PAYMENT OF FEES: In accordance with the FTC's Rule on Unfair or Deceptive Fees, the All-In ticket price will be shown to the User upfront. This will include all fees involved with the purchase.

Users of the Software will be charged a fee for monetary transactions processed through the Software. This fee paid to the Developer is eight percent (8%) of the transaction subtotal. This fee is automatically calculated upon a transaction and distributed to the developer.

Payment processing fees charged by third-party payment processors will be paid by the Client. With assistance of the Developer, the Client will set up its own accounts with the compatible payment processor(s), complying with their terms and conditions. Additional information will be provided by the Developer as needed.

Upon completion of a transaction, the proceeds will be deposited directly into Client designated accounts. It is the Client's responsibility to manage their account settings, including payout schedules and reports.

11. CONFIDENTIALITY: Both parties agree to treat any confidential information shared during the course of this project with the utmost confidentiality. This includes but is not limited to, proprietary software, business strategies, and any other sensitive information.

12. INDEMNIFICATION: Client agrees to indemnify, defend and hold harmless Developer and its subsidiaries, affiliates, directors, agents, officers and employees (collectively, the Client Indemnities) from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) and damages as a result of any claims, demands, suits or proceedings relating Client's gross negligence, or willful misconduct in connection with the performance of the Services under this Agreement.

Developer agrees to indemnify and hold harmless the Client, its directors and employees upon Developer's material breach any terms, conditions, representation, warranty, or covenant made herein by Developer, and/or any allegations that the Services and/or Deliverables as provided by Developer or used by Client within the scope of this Agreement and the applicable Agreement infringe or misappropriate any trade secret(s), patent(s) or copyright(s) or other intellectual property or proprietary rights of any kind.

13. INSURANCE: Developer will maintain adequate professional liability insurance coverage.

14. TERMINATION: Either party may terminate this agreement within 30 days written notice. Upon termination, Client will cease all use of the Diamond Pass platform, and the application will be removed from the app repositories. Any terms and termination of the Agreement shall govern once in effect.

15. INTENTION OF THE PARTIES: This Agreement sets forth the intentions of the Parties for the initial use of this software for market acceptance and to improve the fan experience of The Clients' Sports and Activities. Feedback received by both parties shall be shared throughout this term in order to improve the software, client, and fan experience.

16. GOVERNING LAW: This agreement shall be governed under the laws of the State of Pennsylvania, and any disputes arising out of or in connection with this agreement shall be resolved first through mediation and, secondly, through arbitration in accordance with the rules of the American Arbitration Association.

17. This Agreement cannot be changed in any respect except as agreed in writing and executed by both Parties.

18. **Disclaimer of Warranties & Disclaimers:** The Software is provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. Developer does not warrant that the Software will be error-free or uninterrupted.

19. **Limitation of Liability:** Except for indemnification obligations or breaches of confidentiality, in no event shall either party be liable for indirect, incidental, special, consequential, or punitive damages. Developer's total liability shall not exceed the fees paid by Client in the 12 months preceding the claim.

20. **Force Majeure Clause:** Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including natural disasters, acts of war, internet outages, or government restrictions.

IN WITNESS WHEREOF, Developer and Client hereby execute this Software License Agreement as of the Effective Date set forth above.

Developer: SOURCEREE

CLIENT: Richland School District

Signature:  _____
Date: 07/13/2026 _____
Name: Adam Murphy _____
Title: President _____

Signature: _____
Date: _____
Name: Arnold Nadonely _____
Title: Superintendent _____

Richland School District
Diamond Pass Agreement – Exhibit A

Typical and Current Varsity Football Game Workers- Regular Season

Number of Paid Positions	Title or Duties
1	Game Manager (if Athletic Director is coaching)
2	Ticket Sellers in the booth
2	Ticket Takers
1	Crowd Control/Express Lane or Diamond Pass (Prior to Diamond Pass, a worker was assigned to the Express Lane for exact cash)
1	Crowd control
1	Game announcer
2	Clock/Scoreboard Operator/25& 40-second clock
4	Chain Gang
1	Athletic Trainer
1	Team Doctor or Hospital Orthopedics (Contracted)
2	EMS Crew (Contracted)
2	Police Officers (Contracted)
6-7	PIAA Officiating Crew
26-27	Total