

## Standard Terms and Conditions

“GOLFNOW” shall mean GolfNow, LLC and GolfNow G1, LLC collectively. COURSE shall mean the legal entity listed as ‘COURSE’ on the included Order Form. COURSE’s use of the Services and Software hereunder shall be subject at all times to the then current Standard Terms and Conditions and/or applicable Addendum.

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW’s Tee Time Marketing and Technology Services (the “Services”) for the purpose of marketing, promoting and selling COURSE tee times and/or enhancing COURSE’s technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites, or any other distribution channel. GOLFNOW shall apply the latest version of the GOLFNOW Services to the marketing and administration of COURSE tee times. GOLFNOW shall notify COURSE in advance in writing of any GOLFNOW Services updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE shall provide GOLFNOW with access to all of the internal and external systems (including third party systems licensed to COURSE) necessary for GOLFNOW to provide the Services. COURSE shall honor all tee times reserved through GOLFNOW’s distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall maintain its inventory in the most up-to-date manner possible; with proper communication to GOLFNOW regarding changes in availability, course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

2. **GOLFNOW Software.** GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the “Software”). Notwithstanding the foregoing, COURSE’s use of the GOLFNOW G1 Operating System (if applicable) shall be additionally governed by the terms of the G1 Operating System Addendum. COURSE may use the Software for the purpose of managing and marketing COURSE’s golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party

vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.

3. **GOLFNOW-Owned Hardware.** To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW’s property and shall be returned by COURSE to GOLFNOW within fourteen (14) days upon the earlier of termination of this Agreement due to breach or expiration of the Term.

4. **Fees and Pricing.** COURSE’s payment to GOLFNOW shall be the “Total Payment” amount set forth on the Order Form attached hereto. If COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain \$1.24/round and remit the remainder to COURSE. If applicable, COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. COURSE acknowledges and agrees that COURSE’s payment to GOLFNOW is a material element of this Agreement. Due to this material element, in the event that COURSE does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a “Non-Compliance Event”), COURSE shall be required to pay GOLFNOW a fee of \$250 per golf course per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event, or (ii) the end of the current Term, whichever is shorter.

5. **Term and Termination.** The initial term of this Agreement shall be for the period of time as set forth on the attached Order Form (the “Term”). **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.** Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days’ written notice. Upon termination of this Agreement, COURSE shall delete and return all Software (including all copies), and sign a statement certifying same.

6. **Support and Training.** GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person

training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.

7. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The GOLFNOW and COURSE both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified. GOLFNOW shall be free to provide certain required levels of access to contracted third-party vendors, etc...who may need access to such data in order to provide services.

8. **Privacy Policies and Terms of Use.** COURSE will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and the state of Washington, and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to end users; and (c) comply with such policy and terms of use. GOLFNOW will maintain a separate privacy policy and terms of use on all modules and booking engines that are hosted on COURSE's website(s) that pertain solely to the collection and processing of any customer data through these modules and/or booking engines, but not to any other component or function of COURSE's website(s).

9. **Limited Warranties and Remedies.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. COURSE represents and warrants to GOLFNOW that any intellectual property provided to GOLFNOW by COURSE (including without

limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. To the extent permitted by applicable law, COURSE agrees to indemnify GOLFNOW for any alleged or actual breach of this warranty. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be the repair/replacement of the Software.

10. **Limitation of Liability.** EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

11. **Ownership of Property and Data.** All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com

## Standard Terms and Conditions

or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

12. **Dispute Resolution.** This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Washington without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement.

13. **Traffic Assignment.** In the event that GOLFNOW is providing Website Hosting/Development and/or Mobile Website Hosting/Development for COURSE, COURSE hereby assigns such traffic numbers to GOLFNOW for comScore traffic reporting or other applicable reporting services. COURSE agrees to execute any and all documentation necessary to effectuate such traffic assignment to GOLFNOW.

14. **Binding Nature; Assignment.** This Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without COURSE's consent, GOLFNOW may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries, (ii) its parent company, or (iii) any of its parent company's divisions, affiliates or subsidiaries. A sale of substantially all of the stock or assets of a party, or the reorganization or merger of a party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this

Agreement as if GOLFNOW itself was performing such obligations.

15. **Confidentiality.** This Agreement and its terms and conditions are confidential and may not be disclosed by any party without the prior written consent of the other party except: (a) to a party's affiliates and its and their respective officers, directors, employees, representatives, agents and advisors; or (b) as required by applicable law, rule, regulation, judicial or governmental order, subpoena or other legal process, or at the request of any governmental or regulatory agency or authority having or asserting jurisdiction. Each party will cause its affiliates and their respective officers, directors, employees, representatives, agents and advisors to comply with the provisions of this Section 15.

16. **Miscellaneous.** This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between COURSE and GOLFNOW. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter and not in reliance upon any representation or promises made by any party, its attorneys or its agents. The parties hereby acknowledge and agree that GOLFNOW is an independent contractor and not an employee, agent, joint venturer or partner of COURSE or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. None of the parties shall have any power to obligate or right to bind any other party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties.

### **PRODUCT SPECIFIC TERMS AND CONDITIONS**

17. **G1 Operating System.** In the event that GOLFNOW is licensing the G1 Operating System to COURSE, COURSE hereby agrees that its use of the G1 Operating System shall be subject to the then current 'G1 Operating System Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and

## Standard Terms and Conditions

Conditions and the 'G1 Operating System Addendum', the 'G1 Operating System Addendum' shall control.

(\$4,000), prorated based on the number of months remaining in the Initial Term.

18. GolfNow Answers. In the event that GOLFNOW is providing the GolfNow Answers service to COURSE, COURSE hereby agrees that its use of the GolfNow Answers service shall be subject to the then current 'GolfNow Answers Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and Conditions and the 'GolfNow Answers Addendum', the 'GolfNow Answers Addendum' shall control.

19. GolfNow Plus. In the event that GOLFNOW is providing the GolfNow Plus service to COURSE, COURSE agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, product liability, personal and completed operations liability; and (ii) worker's compensation insurance (in compliance with laws) and employers' liability insurance with a limit not less than one million dollars (\$1,000,000); and (iii) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. Promptly after signing this Agreement, COURSE will deliver to GOLFNOW evidence of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide 30 days written notice of cancellation or non-renewal, which notice will be provided in accordance with the notice provisions set forth herein. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GOLFNOW. Failure to request evidence of insurance is not a waiver of COURSE's obligation to obtain the required insurance. In addition, to the extent permitted by applicable law, COURSE agrees to indemnify and hold GOLFNOW and its parent company and its and their respective officers, directors, employees and agents harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, related to (i) any breach of this Agreement by COURSE, (ii) GOLFNOW's execution of the Services in accordance with the terms of this Agreement. Should GOLFNOW waive the Installation Fee for COURSE and this Agreement is terminated, without cause, prior to the expiration of the Initial Term, COURSE shall pay to GOLFNOW an early termination fee of four thousand dollars