

Updated: June 23, 2020.

I. GOLFNOW Standard Terms and Conditions for Products and Services.

These Standard Terms and Conditions (the “Terms”) and any applicable Additional Terms shall apply to Client’s business relationship with GolfNow, LLC (“GolfNow”) and any subsidiary or affiliate of GolfNow. For purposes of these Terms, any reference to Client shall mean the legal entity listed as “Client” on the relevant Order Form or other similar sales agreement (collectively as the “Order Form”) between GolfNow and Client. Certain GolfNow products or services may also be subject to additional terms and conditions specific to those products or services as set forth below (the “Additional Terms”), including the following:

- SmartPlay Merchant Terms and Conditions;
- Answers Reservation Center Services Addendum;
- Full Swing Addendum; and
- Toptracer Addendum.

These Terms and the Additional Terms shall be subject to and incorporate the terms and conditions of the Order Form and any applicable addenda (collectively referred to as the “Agreement”). Any capitalized terms used but not otherwise defined in these Terms shall have the respective meanings ascribed to them in the applicable Order Form and/or addenda.

The Agreement shall constitute a legally binding agreement by and between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by (1) clicking a box indicating acceptance or (2) executing an Order Form or other agreement that references these Terms. GolfNow, in its sole discretion, may modify or update these Terms and/or any applicable Addenda from time to time, effective upon posting an updated version of these Terms and/or Addenda on the GolfNow website. Client is responsible for regularly reviewing the Terms and any applicable Addenda for such updates, and continued use of the GolfNow products and services after any such updates or modifications shall constitute Client’s consent to such changes. Client’s access and use of the applicable GolfNow products and services shall at all times be governed by the then current Terms and applicable Addenda.

1. Term and Termination. The initial term of this Agreement, along with any applicable Renewal Term, shall be for the period of time as set forth on the attached Order Form (the “Term”), and shall be non-cancellable except as provided herein. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days’ written notice of such breach. Furthermore, GolfNow reserves the right to immediately suspend Client’s and/or its Users’ access to the Services in the event that either Client, a User or End User, as the case may be, is engaged in any unauthorized conduct (including any violation of the terms of this Agreement and any applicable law or third party right). Upon termination of this Agreement, Client shall delete and return all Software (including all copies), and sign a statement certifying same. Client agrees and acknowledges that GolfNow has no obligation to retain the Client Data and shall, unless legally prohibited, delete such Client Data in its systems or otherwise in its possession or under its control following termination of the Agreement.

2. GolfNow Services. GolfNow shall provide the Products and/or Services (including any applicable Software) set forth in Order Form (the “Services”). When applicable, GolfNow shall provide access to Client’s tee times through any of its branded websites and mobile apps (including but not limited to GolfNow.com and TeeOff.com), partner or affiliated websites, or any other distribution channel (the “GolfNow Distribution Channels”). Unless agreed upon otherwise, GolfNow shall apply the latest version of the GolfNow Services to the marketing and administration of Client tee times. GolfNow shall notify Client in advance in writing of any updates to the GolfNow Services, and will provide appropriate training and/or materials to Client concerning all updates relating to the GolfNow Services in use by Client. Client shall provide GolfNow with access to all of the internal and external systems (including third party systems licensed to Client) necessary for GolfNow to provide the Services. Client shall honor all tee times reserved through the GolfNow Distribution Channels and shall treat all golfers originating from GolfNow Distribution Channels with proper courtesy and respect. Client shall make every effort to maintain its tee time inventory in the most up-to-date manner possible, with proper communication to GolfNow regarding changes in availability, golf course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

3. GolfNow Software. To the extent that GolfNow provides Client with any software under this Agreement, GolfNow grants Client a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the “Software”). Subsequent enhancements, updates, including code corrections and fixes which correct problems with the Software, including any online user instructions and help files (“Documentation”), made available by GolfNow to all subscribing customers for the same offering will be made available to Client at no additional charge. However, any new applications, application modules or enhancements that are not offered generally by GolfNow as part of the purchased Software require renegotiation of terms. GolfNow reserves the right to require mandatory upgrades of the Software as may be necessary, as well as to require Client to utilize alternative and upgraded versions of the Software from time to time (at no extra charge to Client unless Client has consented thereto). This Agreement will apply to any application updates, upgrades and new modules or offerings subsequently provided by GolfNow to Client as part of any purchased Services. GolfNow will provide access, user identification and passwords to a reasonable number of designated Client employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Client (each a “User”). Client understands and acknowledges that all third-party vendors must have a written agreement with GolfNow in order to create any interface with the Software. If Client provides its own hardware (including peripheral equipment) for use with the Software, such hardware must meet or exceed GolfNow’s current technical specifications for purposes of compatibility with the GolfNow Software.

4. GolfNow-Owned Hardware. To the extent that GolfNow has provided Client with any hardware (the “Hardware”), all such Hardware shall remain the property of GolfNow and shall be returned by Client to GolfNow within fourteen (14) days upon the earlier of: (i) termination of this Agreement; or (ii) expiration of the Term. In the event GolfNow provides Client with an iPad, GolfNow agrees to cover up to five gigabytes (5GB) of data per month during the Term of this Agreement (“Data Limit”) for each iPad issued. Should Client exceed the Data Limit, Client shall be responsible for any additional charges incurred as a result. Client assumes all risk of loss or damage to any Hardware. From time-to-time, GolfNow

may, in its sole discretion, replace any Hardware or replacement parts provided to Client, and Client will cooperate and allow the installation of replacement Hardware or parts upon notice from GolfNow.

5. **Support and Training.** GolfNow shall provide Client 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 Client during normal business hours through GolfNow's published phone numbers and email addresses.

6. **Connectivity.** Except as otherwise stated herein, Client will be solely responsible for the procurement, payment, and maintenance of all telephone and internet connectivity necessary to utilize the applicable Hardware, Software, Services, and/or GolfNow Technology. Client agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by GolfNow, and that GolfNow shall not be responsible for any disruptions in Client's use of the Hardware, Software, Services, or GolfNow Technology caused by Client's connectivity.

7. **Hardware and Software Configuration and Security.** Client agrees that, should the configuration of the Hardware or Software be altered (either by golf course personnel or, upon Client's written request, by GolfNow personnel) to allow unrestricted internet browsing or additional functionality, or Client uses the Hardware or Software to visit web sites that are not pre-approved by GolfNow, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse GolfNow for and be liable for any resulting tangible or intangible damages, losses or injuries; (iii) all uptime obligations and warranties associated with the Hardware and Software will be voided; and (vi) it will be liable for and indemnify, defend and hold GolfNow harmless from any loss or damage resulting from such alterations or internet use, including but not limited to, actual or alleged data security breaches or the introduction of malware and viruses. GolfNow will, if requested by Client, provide repair and technical support services concerning such issues at its then-standard consulting rates. Client also agrees to reimburse GolfNow for all reasonable costs and expenses associated with such repair and technical support. Client will be responsible for maintaining security on its network at all times. GolfNow assumes no responsibility for viruses, malware or other issues that arise due to activity on Client's network, and accepts no liability for the consequences of said activity, regardless of the ownership of the hardware residing on the network.

8. **Fees and Pricing.** Client's payment to GolfNow shall be the "Total Payment" amount set forth on the Order Form attached hereto. If Client agrees to charge a Transaction Fee for rounds booked on its website through a GolfNow booking engine, Client's share of the Transaction Fee, as set forth in the Order Form, shall be net GolfNow's costs (approximately 5%). If applicable, Client shall have the right to approve the price and amount of all non-Trade Time inventory offered through GolfNow's Distribution Channels. GolfNow shall receive tee times and rates at least as favorable to GolfNow as the most favorable tee times and rates offered or provided by Client to any other third-party distribution service or any third party with substantially similar features, functionality, or capabilities as those provided by GolfNow. Client acknowledges and agrees that Client's payment to GolfNow is a material element of this Agreement. Due to this material element, in the event that Client does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "Non-Compliance Event"), Client shall be required to pay GolfNow a fee of Two Hundred Fifty Dollars (\$250) per Product and/or Service, 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. Additional fees relating to Non-Compliance Events may apply for certain Products and/or Services such as Toptracer Range and Full Swing. For the avoidance of doubt, nothing in this section shall limit any rights or remedies available to GolfNow relating to a Non-Compliance Event.

For Clients receiving G1: Client acknowledges and agrees that Client's use of the G1 Operating System requires Client's adoption of GolfNow's Booking Engine 5.0 and that Client charge a Transaction Fee on all rounds booked through the GolfNow Booking Engine, which Client shall split with GolfNow according to the terms of the Order Form.

9. **Trade Time Definitions.**

(i) **Trade Time with Rolling Terms:** A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. Each Trade Time shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month until a maximum of thirty-one (31) Trade Times (or 124 individual 9-hole or 18-hole trade rounds) have been sold each month. Any Trade Time that 'rolls' to a subsequent day may be posted at any time during that day's Bookable Window, regardless of the Trade Load Time. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon otherwise). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(ii) **Trade Time with Non-Rolling Terms:** A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(iii) **Trade Time Posting.** The tee times of the individual 9-hole or 18-hole rounds (as applicable) provided as Trade Times shall be posted during the Bookable Window (defined below), or at the specified Trade Load Time(s) set forth in the Order Form. "Bookable Window" shall mean any time throughout the day unless specifically restricted otherwise in the Order Form. In the event the Trade Load Time(s) or Bookable Window(s) become unavailable on a given day, GolfNow may re-post the applicable Trade Time(s) or individual tee time(s) at any available time(s) during the Bookable Window. In addition to the above, GolfNow may also offer Trade Times for sale as "Pay Now & Save" tee times at any time throughout the Bookable Window. For the avoidance of doubt, once a Trade Time has been sold as a "Pay Now & Save," it will be removed from the applicable Trade Load Time or Bookable Window.

(iv) **Smart Trade (TeeOff.com only):** If noted on the Order Form, GolfNow may employ the "Smart Trade" system for selling Trade Times, whereby the tee time inventory shall include "auto-switching" the Trade Time inventory from floating time slots to a fixed time slot if the target window becomes more than 80% booked.

(v) **Availability.** If any Trade Time(s) on a given day become unavailable due to a scheduled outing, event, over-seeding, course maintenance, or any other reason, GolfNow shall be permitted to designate and post equivalent Trade Time(s) on earlier or subsequent date(s).

10. **Trade Over-Sell.** In the event that GolfNow inadvertently oversells trade rounds due to a technology or interface error, GolfNow shall block future trade rounds to make up for such oversell. If the oversold rounds are valued at more than One Thousand Dollars (\$1,000), GolfNow agrees to issue a refund check to Client. For the avoidance of doubt, if the oversold rounds are valued at less than One Thousand Dollars (\$1,000), GolfNow shall reimburse Client via future blocked trade rounds.

11. **Acceptable Use.** Client shall use the Software in accordance with the Documentation and this Agreement for purposes of operating its business and not for further resale or distribution. Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party (other than Users and End Users as expressly authorized by this Agreement); (ii) use the Software to collect, transmit or process (a) infringing, offensive, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (b) send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iii) interfere with or disrupt the integrity or performance of the Software or any of GolfNow's and/or its licensors' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, the Documentation, training materials, templates, and other tangible or intangible technical material or information, used by GolfNow or its third party licensors and providers to provide the Software (referred to herein as "GolfNow Technology"); or (iv) attempt to gain unauthorized access to the Software, Services, or GolfNow Technology; (v) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Software, the Services or the GolfNow Technology; (vi) access the Software or GolfNow Technology for the purpose of building a similar or competitive offering; (vii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or GolfNow Technology or any part thereof or otherwise attempt to discover any source code or modify the Software or GolfNow Technology. Client shall: (i) notify GolfNow customer support as promptly as practicable by email, fax or telephone of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GolfNow as promptly as practicable and use reasonable efforts to stop immediately any copying or distribution of any Client proprietary information or Client Data that is known or suspected by Client or Users through the Software and/or Services; and (iii) not impersonate another User or provide false identity information to gain access to or use the Software and/or Services. Client is responsible for all Users' compliance with this Agreement, for charges incurred by Users under Client's account, and for using commercially reasonable efforts to ensure that Users maintain the confidentiality of their passwords and user names. Certain editions of the Software offer integration capabilities via an application programming interface, or API. The number of API calls Client can make per account at no additional charge is limited (excluding calls resulting from use of GolfNow End User applications, golfnow.com, and GolfNow-certified applications) to an aggregate maximum of two hundred thousand (200,000) calls/day/account. Calls to the API that exceed the daily maximums in the preceding sentence may require payment of additional charges.

12. **End Users; Privacy Policies and Terms of Use.** Client acknowledges and agrees that Client shall be solely responsible for establishing and enforcing the terms and conditions under which each individual or company who interacts with the public-facing user interface and features of the Services for purposes of conducting business with Client (each an "End User"). Client will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws 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 otherwise in compliance with all applicable laws, including the California Consumer Privacy Act ("CCPA"); and (c) comply with such policy and terms of use. No End User shall be deemed a third party beneficiary of this Agreement, and Client shall not make any warranties, representations or commitments to End Users which would: (i) imply an endorsement by GolfNow; (ii) purport to bind GolfNow to any legal obligations owed by Client to the End User; or (iii) entitle any End User to enforce the terms of this Agreement against GolfNow.

13. **Ownership of Data.**

(i) **Client's Data Rights.** Unless otherwise specified in an Order Form, the Parties acknowledge and agree that GolfNow shall act as a service provider for any End User personal information it receives from and/or accesses on Clients' systems ("Client Data") in order to deliver the Software and/or Services. Where this is the case, GolfNow shall collect, retain, use, disclose, and otherwise process Client Data (including personal information as defined under the applicable law) solely to fulfill its obligations to Client under this Agreement on Client's behalf, for Client's operational purposes, for GolfNow's own operational purposes, for other notified purposes, and for no other purposes. GolfNow shall not sell Client Data or otherwise disclose Client Data for a commercial purpose. Unless otherwise specified in an Order Form, for golfers originating from GolfNow-operated sites and services, GolfNow shall provide Client with the name and phone number entered by golfers booking rounds or tee times with the Client to enable Client to fulfill the booking request ("Booking Data"). Client retains ownership of Client Data and all customer personal information obtained independently of the Services by Client, whether prior to or during the Term of this Agreement ("Independent Client Data"). Client and GolfNow each independently own Booking Data. Client represents and warrants that Client will comply with all applicable federal, state, or local laws, including but not limited to CAN-SPAM, CIPA, TCPA, Telemarketing Sales Rule, CCPA, and/or any other similar privacy laws, with respect to (i) any and all Client Data, Booking Data, and Independent Client Data, and (ii) Client's use of Client Data in conjunction with the GolfNow Products, Services, and/or Software, including but not limited to Client's distribution of marketing communications (via e-mail, text message, or otherwise) through the GolfNow Products, Services, and/or Software, whether by Client directly or by GolfNow on Client's behalf or at Client's direction. Client shall comply with its obligations as a "business" under the CCPA for all Client Data, Booking Data, and Independent Client Data.

(ii) **GolfNow Data Rights.** In addition to the rights to Booking Data as set forth in Section 13(i), GolfNow shall own rights to all End User personal information obtained directly and independently by GolfNow on GolfNow-operated sites and services. Client further agrees that GolfNow may process Client Data to generate non-personally identifiable information by means of aggregation or de-identification, and to use and disclose that data (along with any other similar data (e.g. anonymous survey results, general usage data, or other information generated by GolfNow under this Agreement) for its own commercial purposes during or after the term of this Agreement. The following shall remain the sole and exclusive property of GolfNow: (a) the GolfNow Software and Services (including any 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.

14. Data Security. Industry standards have been set by the Payment Card Industry Data Security Standards (“PCI Standards”) for protection of customer information. GolfNow and Client 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 Client 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 that may need access to such data in order to provide services.

15. Client Website(s). In the event that GolfNow is providing Client with GolfNow Website(s) or Plus Website(s) (“Website(s)”), Client acknowledges and agrees that Client, and not GolfNow, shall be responsible for: (i) any and all content (i.e., images, video, text, etc.) and third-party links, including any social media accounts or activity (i.e. Facebook, Twitter, YouTube, etc.), uploaded and/or published to the Website(s) by Client directly or provided to GolfNow for upload and/or publishing on Client’s behalf; (ii) any and all additions, deletions, edits, or changes made to the Website(s) by Client directly or by GolfNow at Client’s direction; (iii) the accessibility to disabled persons of any and all content (i.e., images, video, text, etc.) uploaded and/or published to the Website(s) by Client directly or provided to GolfNow for upload and/or publishing on Client’s behalf; (iv) any and all representations made to the end-user by Client through the Website(s); (v) any and all communications between Client and the End User made or initiated through the Website(s); (vi) any and all products/services of Client offered or advertised through the Website; and (vii) any and all third-party software or services utilized by Client relating to the Website(s) not provided by GolfNow. Pursuant to Section 12 above, Client, and not GolfNow, shall be responsible for providing the privacy policy and terms of use for Client’s Website(s), which shall be separate and distinct from GolfNow’s privacy policy and terms of use. Client acknowledges and agrees that the Website(s) are licensed to Client for the Term of the Agreement, and that upon termination of the Agreement, the Website(s), and any other services relating to the Website provided by GolfNow, including but not limited to domain name, hosting, and email, will be immediately taken down and/or turned off, along with Client’s access to the Website and related services. Unless agreed upon otherwise, all content created by GolfNow for the Website(s) shall remain the property of GolfNow and may not be used by Client following termination of this Agreement. Client is solely responsible for creating copies or backups of all Client-owned content or data from the Website prior to termination, and in no event shall GolfNow be responsible for the loss of any of Client’s data following the termination of this Agreement. For purposes of this Section, “Client” shall include any Users, employees, vendors, agents and other personnel of Client.

16. Intellectual Property.

(i) Client Intellectual Property Rights. Client hereby grants GolfNow during the Term a revocable, limited, non-exclusive, royalty-free, worldwide license to use certain materials provided by Client, including but not limited to golf course information, logos, branding, images, and video (the “Client Materials”), as may be necessary for GolfNow to: (i) provide the Services to Client; (ii) aggregate Client usage data as set forth above; and (iii) to promote Client and provide the marketing services contemplated herein. Client retains all right, title and interest, including all related intellectual property rights, in and to the Client Materials. Client represents and warrants that any Client Materials provided to GolfNow and/or uploaded to Client’s Website during the Term will be fully cleared (e.g. for copyrights, rights of publicity, etc.) for commercial use in all mediums (including, without limitation, on the internet, in print, and via mobile distribution channels).

(ii) GolfNow Intellectual Property Rights. GolfNow and its licensors retain all right, title and interest, including all related intellectual property rights, in and to the GolfNow Services, Software, Technology, and Documentation. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the GolfNow Products, Services, Software, or Technology. Any GolfNow-related names, logos, and the product or service names associated with the Services are trademarks of GolfNow or its licensors or other affiliated third parties, and no right or license shall be deemed granted to use them to Client, any End User, or any other third party without the prior, express written consent of GolfNow. GolfNow shall be free to use or incorporate and permit its third party licensors to use or incorporate into the GolfNow Technology and/or Services any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the GolfNow Technology or the Services, and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon GolfNow hereunder, all of which once incorporated shall be the sole and exclusive property of GolfNow and its licensors.

17. Confidentiality.

(i) Definition. “Confidential Information” means all non-public information of a Party (“Disclosing Party”) disclosed to the other Party under this Agreement (“Receiving Party”), whether orally or in writing and whether or not designated as confidential at the time of disclosure, including without limitation the terms and conditions of this Agreement (including pricing and other terms), business information, specifications, research, software (in the case of GolfNow, including but not limited to, the GolfNow Technology, flow of screens, and Documentation), trade secrets, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business information of the Disclosing Party, and Client Data and End User Data.

(ii) Treatment of Confidential Information. Except with the Disclosing Party’s permission, the Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other the performance of the Receiving Party’s obligations under this Agreement, and shall not disclose the Confidential Information to any third party other than its contractors or authorized representatives who are subject to binding obligations of confidence substantially similar to those set forth in this Agreement and solely for the purposes of this Agreement.

(iii) Permitted Disclosure. The obligation of nondisclosure set forth herein shall not apply to any Confidential Information that: (a) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, including, by way of example but not limitation, the posting of Client materials or Client Data by Client, Users or End Users on any publicly-available portions of the Services; (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (c) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the

Disclosing Party; or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information (except for patentable subject matter, which shall not be subject to this exception); or (e) the Receiving Party is required to disclose by any applicable law, by any rule or regulation of any court or government agency of competent jurisdiction, or pursuant to legal process; provided that the Receiving Party provides the Disclosing Party with prompt written notice of the requirement to disclose, reasonable assistance in the opposing or limiting of such disclosure and limits such disclosure to that strictly required by such court, government agency or legal process; (f) is a permitted aggregation of data.

(iv) **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages. Notwithstanding the foregoing, Client irrevocably waives any right to enjoin or restrain the operation of the GolfNow Software or Services as a whole, or GolfNow's, its providers', or its customers' use of any content or other material used or displayed through the Services other than Client's Confidential Information.

18. Limited Warranties and Remedies; Disclaimers. 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 this Agreement. Client represents and warrants to GolfNow that any intellectual property provided to GolfNow by Client (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. 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 Client with training on how to use the Software and Services and provide support as needed by Client. Notwithstanding the foregoing, in the event that Client creates its own content and/or software, and/or utilizes third party software to deliver services to the Client's users, such content and software or services are not included within this Limited Warranty and GolfNow is not responsible for any damages or remedies of any kind in connection with Client's content and/or use of such software or services. GolfNow shall notify Client in advance of any Software or Service updates and will provide appropriate training and/or materials to Client concerning all updates. Client and its authorized users shall use the Software and Services only in accordance with this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE APPLICATIONS, THE SERVICES OR THE GOLFNOW TECHNOLOGY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE, THE SERVICES OR THE GOLFNOW TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE, THE SERVICES OR THE GOLFNOW TECHNOLOGY WILL MEET CLIENT'S OR END USERS' REQUIREMENTS OR EXPECTATIONS, OR (C) THE SOFTWARE, THE SERVICES OR THE GOLFNOW TECHNOLOGY THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, SO LONG AS GOLFNOW HAS TAKEN REASONABLE STEPS TO SAFEGUARD AGAINST SUCH VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE, THE SERVICES AND THE GOLFNOW TECHNOLOGY IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY GOLFNOW AND ITS PROVIDERS. With respect to malfunctioning Software, GOLFNOW'S entire liability and Client's exclusive remedy shall be the repair/replacement of the Software.

19. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITIES AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS, 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). IN NO EVENT SHALL GOLFNOW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID OR OWED BY CLIENT HEREUNDER (WHICHEVER IS GREATER) OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE TOTAL PAYMENT SECTION OF THE ORDER FORM.

20. Indemnification.

(i) **By Client.** Client shall indemnify, defend, and hold harmless GolfNow, LLC and its parents, affiliates, officers, directors, employees, contractors, vendors, agents, and representatives, (collectively, the "GolfNow Indemnified Parties"), from any and all claims, demands, actions, suits, investigations, proceedings, damages, losses and liabilities, including reasonable attorney's fees and expenses (collectively, "Losses") as incurred, arising from or related to any third-party claim (a) that any materials provided to GolfNow by Client, or utilized by Client in its use of the GolfNow Products, Services, or Software, infringe, misappropriate, or otherwise violate or conflict with applicable law or any third-party's intellectual property rights or rights of privacy or publicity; or (b) to the extent arising from or relating to (i) the breach of Client's obligations, representations, or warranties under this Agreement, including any third-party claim alleging any act, omission, or fact that constitutes a breach; (ii) any death, personal injury, bodily injury to persons, or damage to property caused by Client or occurring at Client's Golf Course(s); (iii) any dispute between Client and a customer/golfer, including in connection with the customer/golfer's experience at Client's Golf Course(s), without regard for the basis of such claim; (iv) any negligence or willful misconduct of Client or Client's employees, vendors, agents or other personnel; and (v) the Client Data and/or Client's Website (as defined in Section 15), to the extent such Losses are not a result of GolfNow's negligence.

(ii) **By GolfNow.** GolfNow agrees to defend, indemnify, and hold harmless Client, its parents, affiliates, officers, directors, partners, employees, contractors, vendors, guests, volunteers, agents, and representatives from and against all Losses arising out of or resulting

from any act undertaken or committed by GolfNow, or any contractors hired or engaged by GolfNow, in connection with the performance of GolfNow's obligations under this Agreement. GolfNow also agrees to defend, indemnify, and hold harmless Client from any liability resulting from any claim, action or cause of action which may be asserted by third-parties arising out of the performance of the GOLFNOW'S obligations pursuant to this Agreement, except those actions or liabilities which are due to the misconduct or negligence of Client.

21. Insurance. Client acknowledges and 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 (\$1,000,000.00) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance in compliance with applicable law; (iii) employers' liability insurance with a limit not less than One Million Dollars (\$1,000,000.00); and (iv) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GolfNow, LLC must be listed as an "additional insured" on the policies described above. Promptly after signing this Agreement, Client will deliver to GolfNow certificates 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 thirty (30) days' written notice of cancellation or non-renewal, which notice shall be provided in accordance with these Terms. 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 Client's obligation to obtain the required insurance.

22. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida 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. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida, metropolitan area. The arbitrator shall have the power to award reasonable attorneys' fees and costs to the prevailing Party in any arbitration, and either Party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable Party.

23. Binding Nature; Assignment. This Agreement shall be binding upon GolfNow and Client, 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 Client'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.

24. Export Control. Client and GolfNow agree, in connection with Client's use of the Software and the Services, to comply with all applicable export and re-export laws and regulations. GolfNow makes no representation that the Software or Services is appropriate, will comply with applicable laws, or available for use in locations other than the United States of America.

25. Taxes. Client represents and warrants that it will be responsible for the payment of all taxes it may incur in connection with the performance of this Agreement or use of GolfNow Services. Client will indemnify, defend and hold GolfNow harmless from any liability incurred by GolfNow in connection with Client's failure to comply with this Taxes provision.

(i) Sale of Tee Times or Other Items to End Users: With regard to the sale by Client of tee times or other taxable items directly to an End User through or in connection with services provided by GolfNow under this contract, Client will, as required by applicable laws, collect and remit all applicable taxes relating to consideration paid by End Users directly to Client. GolfNow will collect and remit all applicable taxes relating to consideration paid directly to it by End Users.

(ii) Barter for or Cash Purchase of GolfNow Services by Client: The license by Client of some or all of GolfNow Services (including software) under this contract may be subject to sales or use tax in the state(s) in which Client operates. GolfNow recognizes that the value to Client of its Services, including software solutions provided under this contract, lies principally in the provision of access to and effective execution within the market created by GolfNow. Client and GolfNow agree that the consideration due from Client to GolfNow under this contract that is applicable to software equals the lesser of twenty percent (20%) of the total remuneration collected by GolfNow from End Users for Tee Times (or cash from Client) under the contract or \$2,500 ("The Allocation") calculated on a per account (not per course) basis. To the extent that the state(s) in which Client operates impose tax on the license of software provided through this contract, tax will be computed on The Allocation, and will be payable by Client to GolfNow for remittance to the appropriate tax authority.

26. Survival. Sections 1, 16-20, 22, 25 and 26 shall survive notwithstanding the expiration or termination of this Agreement.

27. 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 Client and GolfNow. Additionally, this Agreement shall terminate and supersede any and all prior Order Form(s) entered into between Client and GolfNow regarding the Golf Course(s) listed herein. For the avoidance of doubt, this Agreement shall not terminate and/or supersede any non-Order Form agreements between Client and GolfNow or any prior Order Form(s) or other agreement(s) between Client and GolfNow relating to golf courses not listed in this Agreement. 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 representations 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 Client 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. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. 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 (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices of either Party as required herein shall be sent to the addresses provided in the attached Order Form.

II. Additional Terms.

The following Additional Terms shall govern Client's purchase and use of the associated product and/or service, and are expressly incorporated into the Agreement between GolfNow and Client when applicable. These Additional Terms will not change or replace the Standard Terms and Conditions or any other Terms of the Agreement unless expressly stated otherwise. Any capitalized terms not defined in these Additional Terms shall have the same meaning as set forth in the Agreement and in the event of an express conflict between these Additional Terms and the Agreement, the Additional Terms shall control.

A. SmartPlay Merchant Terms and Conditions.

These SmartPlay Merchant Terms and Conditions ("SmartPlay Terms") shall govern GolfNow's provision of the SmartPlay Services (as defined below) to Merchant and are expressly incorporated into and made a part of the applicable Agreement between GBS and Merchant. For purposes of these SmartPlay Terms, "GolfNow" shall refer to GolfNow, LLC and "Merchant" shall mean the legal entity listed as "Client" on the applicable Order Form between GolfNow and Merchant.

1. SmartPlay Technology.

If selected on the Order Form, GolfNow will enable GolfNow's proprietary SmartPlay technology services to facilitate the marketing, sale, and fulfillment of orders for food, beverages and other products ("Items") to Customers at Merchant's Golf Courses through the GolfNow mobile app and other GolfNow platforms at GolfNow's discretion (the "GolfNow App") (collectively, the "SmartPlay Services"). For the avoidance of doubt, "Customers" shall refer to end users of the GolfNow App utilizing the SmartPlay Services at Merchant's Golf Courses. Merchant acknowledges the SmartPlay Services at all times require Merchant's use of GolfNow's G1 and GolfNow Payments product/services, which are subject to additional terms and conditions under the Agreement. If at any point during the Term Merchant ceases its use of either G1 or GolfNow Payments, GolfNow may immediately suspend or terminate the SmartPlay Services.

2. GolfNow Obligations.

2.1 **SmartPlay Services.** Subject to the the Agreement and these SmartPlay Terms, GolfNow shall provide the SmartPlay Services to Merchant solely for use at the Golf Courses specified in the Agreement. For the avoidance of doubt, as between Merchant and GolfNow, GolfNow will retain sole and absolute control over the SmartPlay Services (and all related elements of the user experience and user interface within the GolfNow App), including: (i) the personalization of the SmartPlay Services for Customers (as defined below); (ii) the prioritization and display of options available to Customers; (iii) the functionality available to Customers within the GolfNow App; (iv) any transaction fees charged to Customers on purchases made through the SmartPlay Services; and (v) adding, removing, or otherwise modifying any feature or functionality made available through the SmartPlay Services or GolfNow App.

2.2 **No Delivery Services.** For the avoidance of doubt, the SmartPlay Services do not include, and GolfNow will not perform or in any way provide for, the delivery of any Items. Merchant and Merchant's Golf Courses, pursuant to Section 4 below, will at all times be solely responsible for the delivery of Items purchased by Customers through the SmartPlay Services ("Delivery Services"), and GolfNow will not be liable or responsible for any Items or deliveries, or any errors or misrepresentations relating to any Items or deliveries.

3. Merchant Obligations.

3.1 **Items for Purchase.** Merchant agrees to make Items available to Customers for purchase during its normal business hours. Merchant will prepare, handle, store, and deliver all Items in accordance with all applicable laws and regulations, including without limitation all laws, rules, and regulations (i) governing time or temperature controls required for food safety ("Food Safety Standards"); and (ii) relating to the sale and/or service of alcohol. Merchant will solely determine the quality, portion, size, ingredients, or other criteria applicable to any Items ("Criteria") and Merchant is solely responsible for ensuring all Items meet the applicable Criteria. For the avoidance of doubt, the selection of Items made available to Customers through the SmartPlay Services will be at Merchant's discretion; however, in the event Merchant fails to make any Items available, Merchant will be in breach of the Agreement and GolfNow may suspend the SmartPlay Services until such Items are posted for sale.

3.2 **Item Responsibility.** Merchant acknowledges and agrees that GolfNow will not take title to any Item at any time. Additionally, Merchant shall be responsible for any reimbursement costs related to Customer refunds relating to Items or any other issue within Merchant's control. For the avoidance of doubt, all items sold to Customers through the SmartPlay Services shall be sold under Merchant's retail and food delivery licenses, including but not limited to any alcohol-related licenses.

3.3 **Item Order Support.** Merchant is solely responsible for providing all Customer support for Merchant's Items sold through the SmartPlay Services, including support for delivery, and Merchant will provide GolfNow with a customer service phone number that GolfNow will display in the GolfNow App so that Customers may direct their support inquiries to Merchant. Merchant will at all times during the Term be solely responsible for resolving all complaints and issues raised relating to: (i) Items purchased through the SmartPlay Services; and (ii) Merchant's Delivery Services (as defined below), and will accept and respond to all customer service inquiries.

3.4 **Item Pricing; Taxes.** Merchant shall be solely responsible for setting the retail price for each Item to be offered for sale through the SmartPlay Services (the "Retail Price"). Merchant is the "retailer" or "seller" of all Items and is solely responsible for the collection and remittance of all applicable Sales Taxes and other fees. The term "Sales Tax" includes any sales, sellers use, transaction privilege, privilege,

general excise, gross receipts, Item taxes and similar transaction taxes. Unless expressly indicated otherwise, the Retail Price of each Item shall exclude Sales Tax or any other fees. Merchant is solely responsible for determining all applicable Sales Tax and other fees, and identifying and informing GolfNow of the appropriate Sales Tax and other fee amount for GolfNow to charge Customers on Merchant's behalf for Items available through the SmartPlay Services and GolfNow App. To the extent that applicable Sales Tax and other fees are not determined by Merchant, Merchant expressly authorizes GolfNow to make such determination on its behalf and Merchant hereby acknowledges and agrees that GolfNow will have no liability for the accuracy of any such determination. Merchant expressly authorizes GolfNow, at Merchant's direction, to collect such Sales Taxes and other fees on Merchant's behalf.

Additionally, Merchant agrees that unless mutually agreed upon otherwise, the Retail Prices for all Items offered for sale by Merchant through the SmartPlay Services shall not be higher than the prices that Merchant and/or Merchant's Golf Courses charge for similar Items outside of the SmartPlay Services, including at Merchant's pro shops, restaurants, bars, and/or beverage carts.

3.5 Restrictions. In connection with the access to and use of the SmartPlay Services, Merchant will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms used to provide the SmartPlay Services; (ii) provide, lease, lend, disclose, or otherwise use or allow any third-parties to use the SmartPlay Services (except as otherwise authorized by GolfNow); or (iii) possess or use, or allow the transfer, transmission, export, or re-export of any software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency. Merchant will not (and will not allow any third party to) use the SmartPlay Services or any other transactional, operational, performance or other data or information that is related to the sale of Items to Customers through directly or indirectly compete with GolfNow or its affiliates. The following restricted Items may not be featured or sold via the SmartPlay Services: illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, Items containing endangered species or any items that Merchant does not have permission to send.

4. Delivery.

4.1 Provision of Delivery Services. As between GolfNow and Merchant, Merchant acknowledges and agrees that: (a) Merchant will be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Delivery Services; and (b) except for the SmartPlay Services technology, Merchant will provide all necessary equipment, tools, and other materials, at Merchant's expense, necessary to perform any Delivery Services. In the event Merchant collects any personal data from Customers, including but not limited to location, signature, photo, or ID (as defined below) information, Merchant agrees not to use or retain such personal data other than purposes of fulfilling the Delivery Services, except as otherwise provided for in the Agreement.

4.2 Delivery Personnel. Merchant will have the sole responsibility for any obligations or liabilities to Delivery Personnel (as defined below) that arise from or relate to Merchant's relationship with the Delivery Personnel. Merchant acknowledges and agrees that Merchant exercises sole control over any employees, agents, or contractors performing the Delivery Services on behalf of Merchant ("Delivery Personnel") and that Merchant will comply with: (i) all applicable laws (including tax, gratuity, social security, and employment laws) and regulations applicable to Merchant's relationship with the Delivery Personnel; and (ii) industry best practice with respect to working conditions and compensation for Delivery Personnel, including but not limited to the distribution of any gratuities. Merchant further acknowledges and agrees that Merchant will at all times during the Term be responsible and liable for the acts and omissions of its Delivery Personnel with respect to Customers, GolfNow, and third-parties.

4.3 Relationship with Customers. GolfNow and its affiliates shall not be responsible or liable for the actions or inactions of Customer(s) in relation to any of Merchant's activities, including the Delivery Services. Merchant acknowledges and agrees that: (i) Merchant will have the sole responsibility for any obligations or liabilities to Customers or other third-parties that arise from or relate to Merchant's provision of the Delivery Services.

4.4 Delivery Area and Timing. Unless agreed upon by the Parties otherwise, GolfNow shall determine the geographic area in which the Delivery Services will be available ("Delivery Area"), and GolfNow (or Merchant upon notice to GolfNow) may limit the Delivery Area with respect to adverse events such as inclement weather or poor driving conditions to ensure safe and reliable Delivery Services. Merchant acknowledges that GolfNow will use the Delivery Area to limit the Merchant's ability to sell Items only to potential Customer who request delivery within the Delivery Area through the SmartPlay Services. Merchant shall provide GolfNow with projected timelines for the preparation of Item orders so that GolfNow may determine and display estimated time for delivery that may be displayed to Customers within the GolfNow App.

4.5 Transportation Method. For purposes of these SmartPlay Terms, "Transportation Method" shall mean a mode of transportation used by Merchant and its Delivery Personnel for the purpose of providing the Delivery Services.

4.5.1 Transportation Method Requirements. Merchant acknowledges that any and all Transportation Method(s) will at all times be: (a) properly registered and licensed as required by law to operate as a delivery vehicle; (b) owned or leased by Merchant or otherwise in Merchant's lawful possession; (c) suitable for performing the Delivery Services; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Transportation Method of its kind and any additional standards or requirements required by applicable law, and in a clean and sanitary condition.

4.5.2 Delivery Personnel Requirements. Merchant acknowledges and agrees that at all Delivery Personnel will, at all times during the Term: (a) hold and maintain (a) a valid applicable license with the appropriate level of certification to operate the Transportation Method assigned to each Delivery Personnel; and (ii) all licenses, permits, approvals, and authority applicable to Merchant and/or its Delivery Personnel necessary to provide the Delivery Services to third parties; (b) provide the Delivery Services in a professional manner with due skill, care, and diligence; and (c) maintain high standards of professionalism, service, and courtesy.

Merchant acknowledges and agrees that GolfNow reserves the right, at any time in GolfNow's sole discretion, to restrict Merchant or Delivery Personnel from accessing or using the SmartPlay Services in event Merchant or such Delivery Personnel fail to meet any of the requirement within this Section.

5. Payment Terms.

5.1 Payment to GolfNow. Merchant's payment for the SmartPlay Services shall be the payment to GolfNow set forth in the attached Order Form.

5.2 Transaction Fees. GolfNow, in its sole discretion, may charge Customers a transaction fee on all Item purchases made through the SmartPlay Services and/or GolfNow App ("Transaction Fees"). The Transaction Fees shall be paid directly to GolfNow by Customers at the time of purchase, and GolfNow shall retain one hundred percent (100%) of each Transaction Fee collected unless otherwise agreed upon by the Parties in the Agreement.

5.3 Payment to Merchant; Payment Processing. For each purchase of an Item or Items, the Customer(s) will be charged (i) the Retail Price of the Item(s) ("Item Revenue"); (ii) any applicable Sales Tax; and (iii) the Transaction Fee(s), if any. All Customer purchases of Items through the SmartPlay Services will be processed and reconciled pursuant to the Agreement and the "GolfNow Merchant Services Agreement for Sub-Merchants" entered into between Merchant and GolfNow regarding Merchant's use of the GolfNow Payments service, with Merchant receiving one hundred percent (100%) (net of processing fees of the Item Revenue and Sales Tax, and GolfNow receiving (100%) of the Transaction Fee(s), unless agreed upon otherwise.

6. Intellectual Property.

6.1 GolfNow owns all right, title, and interest in and to the SmartPlay Services, GolfNow App, and any content supplied by GolfNow. Additionally, GolfNow shall have sole editorial control over (i) the SmartPlay Services; and (ii) the presentation of any content provided by Merchant, including but not limited to menus, photographs, trademarks, and logos ("Merchant Content"). Merchant shall own all right, title, and interest in the Merchant Content, subject to the licenses granted herein.

6.2 For the Term of the Agreement, Merchant hereby grants GolfNow a non-exclusive, perpetual, fully paid-up and royalty free license to use and display the Merchant Content in connection with Merchant's Items, Merchant's use of the SmartPlay Services, and any marketing or promotional activities relating thereto. GolfNow may remove any Merchant Content from the SmartPlay Services at any time in its sole discretion.

6.3 Without limiting anything in the Agreement, Merchant represents and warrants that the no Merchant Content will infringe, misappropriate, or otherwise violate any third-party's intellectual property or other proprietary rights. To the extent the Merchant Content contains any third-party materials, Merchant is solely responsible for, and will secure any and all rights, licenses, consents, and/or permissions necessary to, GolfNow's use of such Merchant Content.

6.4 No Development. EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PARTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

7. Marketing. GolfNow and its affiliates may showcase the availability of Merchant's Items via the SmartPlay Services and/or GolfNow App through various promotional activities, including but not limited to social media, websites, e-mail, and advertisements.

8. Ratings. Merchant acknowledges and agrees that Customers who purchase Items through the SmartPlay Services may be prompted by GolfNow to provide a rating of such Items and/or to provide comments or feedback related to the Customer's experience with Merchant and the applicable Items on the GolfNow App or other GolfNow platforms ("Customer Feedback"). GolfNow and its affiliates reserve the right (i) to use, share, and display such Customer Feedback; and (ii) to edit or remove Customer Feedback as deemed necessary by GolfNow.

9. SmartPlay Customer Data. Pursuant to the Agreement, Merchant will maintain the confidentiality of all non-public information it may acquire in the course of using the SmartPlay Services, including but not limited to all SmartPlay Customer Data. For the purposes of these SmartPlay Terms, "SmartPlay Customer Data" shall mean (i) any and all information about Customers generated or collected by GolfNow or Merchant through the SmartPlay Services, including but not limited to Customer name(s), delivery location(s) or address(es), email address(es), phone numbers, purchase history, and/or preferences; (ii) any information that may otherwise be considered "personal data" or "personal information" under applicable law. Merchant acknowledges that all SmartPlay Customer Data is the sole and exclusive property of GolfNow and that Merchant will only use the SmartPlay Customer Data for the sole purpose of fulfilling applicable Customer orders or otherwise satisfying Merchant's obligations under the Agreement.

10. Representations and Warranties.

10.1 General. Merchant hereby represents and warrants that: (i) it has the authority to enter into the Agreement and these SmartPlay Terms and to grant the rights granted hereunder, and that doing so will not violate any other agreement to which it is a party; (ii) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from comply with or performing under the Agreement or these SmartPlay Terms; (iv) it will comply with applicable retail food, beverage, or other health and safety codes, rules or regulations, as well as any other laws applicable to its business (including, without limitation, the obligation to pay tips to delivery and other workers, if any); and (v) it will provide accurate tax rates and

calculations to GolfNow; and (vi) it will remit to the applicable taxing authority all legally-required taxes and will file all required tax returns and forms.

10.2 Alcohol. In the event Merchant offers alcohol to Customers as Item(s) for purchase through the SmartPlay Services, Merchant represents and warrants that Merchant and/or the applicable Golf Course(s) maintains a valid and active liquor license and all other applicable licenses, permits, and registrations for the sale, distribution, and delivery of alcohol (collectively, "Liquor Licenses"). Merchant will provide GolfNow with a copy of the Liquor Licenses and any renewal thereof, and will immediately notify GolfNow if any Liquor License is not renewed or is revoked, cancelled, or surrendered at any time during the Term. Merchant acknowledges and agrees that Merchant, and not GolfNow, is solely responsible for confirming via bona-fide government-issued identification ("ID") that all Customers who purchase alcohol from Merchant's Golf Courses through the SmartPlay Services are at least twenty-one (21) years old prior to Merchant serving or delivering alcohol to any such Customers.

10.3 DISCLAIMER. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Indemnification. Merchant will indemnify, defend, and hold harmless GolfNow, its affiliates, parents, and their respective directors, officers, employees, and agents (collectively, "GolfNow Indemnified Parties") from and against any and all claims, damages, liabilities, causes of action, and losses (including reasonable attorney's fees) (collectively, "Losses") with respect to any third-party claim arising out of or related to: (i) the negligence or willful misconduct of Merchant or its employees or agents in their use of the SmartPlay Services or performance under these SmartPlay Terms; (ii) any claims that, if true, would be a breach of any of Merchant's representations, warranties, or covenants in these SmartPlay Terms; or (iii) any claims that the Merchant Content infringes a third-party's intellectual property rights. In addition, Merchant will indemnify, defend, and hold harmless the GolfNow Indemnified Parties from and against any and all Losses with respect to any third-party claim arising out of or related to: (A) Merchant's violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, including but not limited to any laws relating to alcohol; (B) any claims relating to Items or Merchant's delivery of the Items; (C) any dispute between Merchant and a Customer relating to the Items, Merchant's delivery of the Items, and/or a Customer's experience at Merchant's Golf Courses; (D) Merchant's failure to correctly calculate or remit the applicable Sales Tax charged; (E) Merchant's failure to apply correct Sales Tax rates, include those rates adjusted by GolfNow on Merchant's behalf; (F) any other taxes, fees, penalties, interest, or other similar costs related to Merchant's obligations, except to the extent such Losses were directly caused by the gross negligence or willful misconduct of GolfNow. For the avoidance of doubt, the indemnification obligations in this Section shall in addition to those also set forth in the Agreement.

B. GolfNow Answers Reservation Center Services Addendum.

Client's use of the GolfNow Answers Reservation Center Services shall be governed by the following terms and conditions as set forth below. In the event of a conflict between the terms of this GolfNow Answers Reservation Center Services Addendum and the Standard Terms and Conditions, this GolfNow Answers Reservation Center Services Addendum shall control.

Reservation Center Services are provided by a third party, W5 Golf, Inc. ("W5") under an agreement with GolfNow. The following terms govern this service between the parties.

A. DEFINITIONS:

1. "CSR" refers to a customer service representative employed by W5.
2. "PGC" refers to the participating golf course(s) on the GolfNow application for service.
3. "Booked Round" is any round reserved by a CSR at the PGC.
4. "GolfNow" refers to GolfNow, LLC.
5. "W5" refers to W5 Golf, Inc.
6. "You", "your", "Facility" and "Client" mean the business entity that signs the applicable Agreement ("Agreement").

B. PERFORMANCE OF THE PARTIES: The parties agree to assume the following rights, duties and responsibilities:

1. Client will provide any required data connectivity at its facility for the performance of this agreement.
2. Client agrees that it will not forward its main number to W5, but shall implement an auto-attendant if all tee time calls are to be handled by the W5 reservation center.
3. Client will be responsible for any costs and fees associated with implementing call forwarding, except for toll-free charges described below.
4. Reservation Center:
 - W5 is responsible for the toll-free telephone charges associated with forwarding calls to W5, unless Client elects to use its own toll-free number.
 - W5 will, with Client or PGC, develop a telephone protocol to be used by W5 CSR's when answering telephone calls for the PGC.
 - W5 CSR's will endeavor to capture golfer data, including first name, last name, postal code, phone number, and email address.

C. **CUSTOMER DATA:** Golfer data collected through a Client-controlled website or by a CSR while answering reservation calls for a Client-controlled telephone number will be the exclusive property of Client and may not be used, sold or distributed by W5 or GolfNow in any manner. At the termination or expiration of the agreement, W5 shall, upon request, provide to Client a copy of all such golfer data and shall delete such data from W5's systems.

D. **CONFIDENTIALITY:** Each party to this Agreement shall keep confidential any information received from the other party that is not publicly available.

E. TRADEMARKS AND SERVICE MARKS: This Agreement does not give W5 or the PGC any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation ("Marks").

F. NOTICES: Notices to W5 shall be sent to: W5 Golf, Inc., 19740 Governors Highway, Suite 115, Flossmoor, IL 60422. Notices to Client shall be to the address on the GolfNow application for service.

G. LIMITED LIABILITY: You agree that W5 and GolfNow are not responsible for lost revenue due to mistakes made by CSR's during a reservation.

H. INDEMNIFICATION: You agree to indemnify and hold harmless W5 and GolfNow, their subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and expenses including, but not limited to, attorneys' fees and costs, arising from any suit or claim arising or alleged to have arisen out of: 1) any goods, services or facilities sold to or used by a golfer while on your or the PGC's premises; 2) the marketing of any goods or services; 3) the negligent or wrongful performance of, or failure to perform, by you, your agents and/or employees, any duties or obligations under this Agreement; 4) the violation or alleged violation by you, your agents and/or employees of any laws, regulations or rulings applicable to you; and 5) your breach of the Agreement.

I. LIMITATION OF LIABILITY: In no event shall W5 be liable for any special or consequential damages suffered by Client or its PGC, including but not limited to lost revenue, resulting from loss of user data, loss of service or act of God. Additionally, the accuracy of green fee pricing and other course-specific data maintained in W5 systems is the ultimate responsibility of Client, even if W5 or GolfNow staff assists with the data entry.

J. INVENTORY EXCHANGE: An inventory exchange program may be elected by Client as indicated on the GolfNow application for service. Through this option, Client provides W5 with a pre-determined amount of tee time inventory as compensation for W5's services. The following rules shall apply to the Inventory Exchange Program:

1. Unless otherwise agreed upon between W5 and Client, W5 may reserve tee times for this program up to 14 days in advance or the PGC public booking window, whichever is greater.
2. All tee times reserved through this program will be noted on the tee sheet as such.
3. Unless otherwise agreed between W5 and Client, W5 may schedule inventory exchange tee times as early as 9:30am on Weekdays and as early as 10:00am on Weekends.
4. If W5 is unable to secure an allotted tee time due to scheduled outings or events, W5 has the right to sell a replacement tee time on another date. The original date of the tee time will be noted on the replacement reservation. W5 will not have the right to any replacement tee time due to course maintenance or weather.
5. Client will not cancel, move or edit a tee time reserved by W5 through this program without first contacting W5.
6. Client will not apply a surcharge to golfers booked through this program which is not charged to regular golfers.
7. Inventory exchange tee times may be sold through birdiebug.com, W5's partner distribution network, and through the W5 reservation center when answering calls on behalf of the Client.

C. Full Swing Addendum.

Client acknowledges and agrees that the Full Swing simulator(s), technology, hardware, software, products, and services (collectively the "Full Swing Technology") are provided solely by a third-party, Full Swing Golf, Inc. ("Full Swing"), and that Client's receipt of the Full Swing Technology under this Agreement with GolfNow is contingent upon Client's execution of a separate and distinct contract(s) between Client and Full Swing, to which GolfNow will not be a party (collectively as the "Full Swing Agreement(s)"). Client's use of the Full Swing Technology, including any related hardware and/or software, will at all times be governed by the terms and conditions of the Full Swing Agreements. In the event Client fails to execute the Full Swing Agreements within seven (7) days of the execution of this Agreement, GolfNow shall have the option to terminate this Agreement.

Client's payment for the Full Swing Technology shall be the payment to GolfNow set forth in the applicable GolfNow Order Form. Client's payment obligations to GolfNow will begin immediately upon the effective date of the Agreement, regardless of when the Full Swing Technology is installed. For the avoidance of doubt, Client's payment to GolfNow for the Full Swing Technology shall be subject to the terms and conditions of this Agreement, and not the Full Swing Agreement. However, any breach of the payment terms contained in this Agreement shall also be considered a breach of the Full Swing Agreement. In the event that Client does not comply with the payment requirements herein or otherwise breaches the terms of this Agreement (each a "Non-Compliance Event") prior to the end of the Initial Term, Client shall pay GolfNow a fee totaling the following (the "Full Swing Termination Fee"):

$$\left[\frac{\text{Full Retail Price of Full Swing Technology Received}}{\text{Total Number of Months in Initial Term}} \right] \times \text{Number of Months remaining in Initial Term at time of the Non-Compliance Event}$$

The Full Swing Termination Fee shall be due within thirty (30) days of Client's receipt of written notice from GolfNow, is in addition to any other fees set forth in the Agreement, and shall not limit any other remedies of GolfNow at law or equity.

GolfNow makes no representations or warranties with respect to the Full Swing Technology and disclaims any and all liability relating to the Full Swing Technology or Client's use of the Full Swing Technology. Full Swing, and not GolfNow, will be responsible for the installation of the Full Swing Technology and any related training, as well as any service, maintenance, or repairs to the Full Swing Technology required during the Term of the Agreement. Client agrees that all communications relating to the Full Swing Technology shall be directed to Full Swing.

Any disputes relating to the Full Swing Technology, excluding those relating to payment under this Agreement, shall be resolved between Client and Full Swing pursuant to the Full Swing Agreement. Client agrees to indemnify, defend and hold GolfNow, its parents and affiliates, and their respective officers, directors, employees, successors and assigns harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and costs of litigation) (collectively, "Claims"), including any and all Claims which may be asserted by third-parties, incurred as a result of or in connection with the installation, receipt, and/or use of the Full Swing Technology, or other Full Swing product(s), by Client or Client's customers.

Client's rights to use the Full Swing Technology and the Full Swing Agreement shall both expire upon the termination of this Agreement, and any use of the Full Swing Technology beyond the expiration of this Agreement shall require a new agreement between Client and Full Swing not involving GolfNow.

D. Toptracer Addendum.

Client acknowledges and agrees that the Toptracer technology, hardware, software, products, and services (collectively the "Toptracer Technology") are provided solely by a third-party, Topgolf USA, Inc. ("Topgolf"), and that Client's receipt of the Toptracer Technology under the applicable Agreement with GolfNow is contingent upon Client's execution of a separate and distinct contract between Client and Topgolf, to which GolfNow will not be a party (the "Topgolf Agreement"). Client's use of the Toptracer Technology, including any related hardware and/or software, will at all times be governed by the terms and conditions of the Topgolf Agreement. In the event Client fails to execute the Topgolf Agreement within seven (7) days of the execution of this Agreement, GolfNow shall have the option to terminate this Agreement.

Client's payment for the Toptracer Technology shall be the payment to GolfNow set forth in the applicable GOLFNOW Order Form. Client's payment obligations to GolfNow will begin immediately upon the effective date of this Agreement, regardless of when the Toptracer Technology is installed. For the avoidance of doubt, Client's payment to GolfNow for the Toptracer Technology shall be subject to the terms and conditions of the Agreement, and not the Topgolf Agreement. However, any breach of the payment terms contained in the Agreement shall also be considered a breach of the Topgolf Agreement.

GolfNow makes no representations or warranties with respect to the Toptracer Technology and disclaims any and all liability relating to the Toptracer Technology or Client's use of the Toptracer Technology. Topgolf, and not GolfNow, will be responsible for the installation of the Toptracer Technology and any related training, as well as any service, maintenance, or repairs to the Toptracer Technology required during the Term of the Agreement. Client agrees that all communications relating to the Toptracer Technology shall be directed to Topgolf.

Any disputes relating to the Toptracer Technology, excluding those relating to payment under the Agreement, shall be resolved between Client and Topgolf pursuant to the Topgolf Agreement. Client agrees to indemnify, defend and hold GolfNow, its parents and affiliates, and their respective officers, directors, employees, successors and assigns harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and costs of litigation) (collectively, "Claims"), including any and all Claims which may be asserted by third-parties, incurred as a result of or in connection with the installation, receipt, and/or use of the Toptracer Technology, or other Topgolf product(s), by Client or Client's customers.

Client's rights to use the Toptracer Technology and the Topgolf Agreement shall both expire upon the termination of the Agreement, and any use of the Toptracer Technology beyond the expiration of the Agreement shall require a new agreement between Client and Topgolf not involving GolfNow.