

TAGMARSHAL INTERNATIONAL LIMITED TERMS AND CONDITIONS
1st Floor, 6 Lapps Quay, Cork, Ireland

TERMS AND CONDITIONS

This agreement is entered into between;

TAGMARSHAL INTERNATIONAL LIMITED (Ireland),

Incorporation Number 627199, addressed at 1st Floor, 6 Lapps Quay, Cork, Ireland ("Tagmarshal")

And

Indian River County's Sandridge Golf Club, addressed at 5300

73rd St, Vero Beach, FL 32967

(the Client")
1. DEFINITIONS

- 1.1. "Service" means the work to be performed by Tagmarshal pursuant to this Agreement and detailed in the scope of work in services listed in 2 hereof; as well as per the system feature breakdown on Tagmarshal's website, www.tagmarshal.com/productoffering
- 1.2. "GPS Unit" means global positioning system unit that communicates directly with both the cellular network and the global positioning satellite system;
- 1.3. "Hardware" means the hardware supplied by Tagmarshal to enable the Client to use and access the Software; further details as to the Hardware supplied by Tagmarshal are annexed hereto marked "A"..
- 1.4. "Software" means the Tagmarshal internet browser-based computer program that provides the Client with course monitoring and pace of play management;
- 1.5. "Licence Fee" means the monthly fee payable by the Client to Tagmarshal monthly in advance.
- 1.6. "Installation Date" means the date that Tagmarshal completes the supply of the Hardware to and the setup of the Software for the Client. At this time training is provided to the Client and the system is optimized for use at the Client's course.
- 1.7. "Live Date" means the date at which the contract period starts (as per Annexure A) and the Software is functional.

2. SERVICE AND SCOPE OF WORK

- 2.1. Tagmarshal is the owner and operator of a professional golf course management solution that allows for pre-emptive and efficient field management. The Client has agreed to purchase the Hardware and wants to make use of the Software under the terms and conditions fully described herein.
- 2.2. All terms, conditions, and costs described herein address the use of the Hardware and Software on facilities located at the Client's designated address. Use of the Hardware at any other facility is not permitted under this agreement.c
- 2.3. With effect from the signature date and for a period specified in Annexure A of this agreement ("the Contract Period") from the Live Date, Tagmarshal will make available its Software to the Client and provide the Services as set out herein.
- 2.4. Tagmarshal shall carry out the Services set out hereunder. Further details as to the duration and timing of the services Tagmarshal will provide are annexed hereto marked "A".
- 2.5. Tagmarshal shall be responsible for providing the customer access to the Software for the duration of the Contract period starting on the Live date as specified in Annexure "A" of this agreement.
- 2.6. Tagmarshal will provide service support (Software and Hardware) over the full duration of this agreement via the following routes:
 - 2.6.1. A web-based FAQ/ knowledge page with an online support form/email address.
 - 2.6.2. Online support via email will be available to the Client (support@tagmarshal.com) between 7.00 am and 3.00 pm EST seven days a week with a minimum response time of 3 (Three) hours.
 - 2.6.3. Telephonic support will be available to the Client via the following telephone number, 725-333-7354 between 7.00 am and 4.00 pm eastern standard time from Monday to Friday.
 - 2.6.4. Off-site repair and maintenance of the Hardware. Faulty Hardware, covered by the terms stipulated in section 8 of this agreement, couriered by the Client to Tagmarshal will be repaired or replaced at the discretion of Tagmarshal, at no cost to the Client for the duration of the Contract Period.
- 2.7. Tagmarshal will provide 5 hours of training at no cost to the Client on or around the installation Date and will provide the Client with instructions on how to use and, where necessary, install Hardware components. In the event that the Client requires further instructions and/or training in respect of the use of the Hardware and/or the Software, Tagmarshal agrees to attend to such further instruction and/or training where reasonably possible and the Client agrees that it shall be liable for and shall pay to Tagmarshal its charges in respect thereof at the then prescribed rate that Tagmarshal so charges, therefore. The Client agrees that it may not cede and/or assign any of its rights and/or obligations under this Agreement without the prior written consent of Tagmarshal.
- 2.8. Tagmarshal shall provide notification to the Client on Software upgrades and Service improvements.

- 2.9. Tagmarshal shall ensure that the Client has access to the latest version of the Software on a continuous basis.
- 2.10. The Installation Date, on which Tagmarshal will supply the Hardware and provide access to the Software for the Client as specified as per Annexure "A" of this agreement.
- 2.11. All GSM data costs incurred through the use of the GPS Units will be the responsibility of Tagmarshal for the duration of the Contract Period.

3. OBLIGATIONS OF THE CLIENT

- 3.1. The Client will ensure suitable hardware such as a PC and, or tablet computer as well as internet connectivity is available in order for their internal staff and stakeholders to access and work with the Tagmarshal Software.
- 3.2. The Client shall advise Tagmarshal without delay of any fact, matter or issue which would have an impact on the delivery of the Service, to enable Tagmarshal to properly and effectively carry out the Service.

4. LICENCE FEES AND HARDWARE PAYMENT

- 4.1. The Client shall be authorized to use the Tagmarshal Software at each facility specified in Annexure "A" of this agreement for the duration of the contract period specified therein.
- 4.2. The client will be charged a Software License Fee per facility specified in Annexure "A". These fees will be payable by the Client to Tagmarshal monthly in advance via automated account debit (ACH payment) or cheque.
- 4.3. The Client agrees to rent, lease or purchase the Hardware specified in Annexure "A" of this agreement at the specified amount. These fees will be payable by the Client to Tagmarshal via automated account debit (ACH payment) or cheque.
- 4.4. The Client may be liable for any customs duty and/or tax considerations due on the Hardware's entry into the Client's state or country.
- 4.. All inquiries regarding the billing by Tagmarshal for its services should be sent to billing@tagmarshal.com.

5. OWNERSHIP

- 5.1. All documents, reports, data, information, and all other computer records brought into existence by Tagmarshal as a consequence of the implementation of this Agreement, shall remain the property of the Client on condition that accounts are in good standing as per clauses 4.1, 4.2 and 4.3 above.
- 5.2. Tagmarshal reserves the right to use the Client's course data for marketing and research purposes from time to time. In regards to marketing, Tagmarshal shall not refer to the Client by name without the Client's permission which shall be obtained in writing in advance of its public use.

6. EXCLUSION OF LIABILITY

- 6.1. No warranty given by Tagmarshal to the Client regarding the accuracy of any information, opinion or report which is generated by Tagmarshal or by the Client through access to the Software will confer any liability to Tagmarshal, including any contingent liability of whatever nature. The Client hereby holds Tagmarshal harmless against any claim, of any nature as a result of the Client's access to the Software, the Hardware, and/or the Service provided by Tagmarshal.

7. CONFIDENTIALITY

- 7.1. Tagmarshal shall at all times hold as confidential any of the Client's information which is of a confidential nature and no disclosure thereof shall be made, save with the consent of the Client, the foregoing not being deemed to restrict disclosures as would be required in the regular, normal and ordinary course of business to such third party who would normally be entitled to receive such confidential information.
- 7.2. The confidential information shall extend to and include all information relating to the client's principals, financial policies, intellectual property, products, services, employees, consultants, contractors and without derogating from the generality of the foregoing, any information which, if conveyed to a third party, could prejudice the Client and/or procure an unfair advantage insofar as the third party to whom such disclosure has been made, and which would not be available to it in the regular, normal and ordinary course of business.
- 7.3. The obligation to maintain such confidentiality shall survive the termination of this Agreement for any reason or cause whatsoever.

8. HARDWARE REPLACEMENT COST, STORAGE, AND GUARANTEE

- 8.1. Tagmarshal will guarantee the hardware supplied by Tagmarshal for the Contract period, normal wear and tear expected.
- 8.2. This guarantee does not extend to any conduct of the client or any person and/or thing that relates to accidental breakage, theft, misuse or abuse, malfunction due to improper Client installation (if applicable), damage caused by accident, fire, liquid contact, other external cause, golf cart damage or any other action by any party which may cause damage to the hardware.
- 8.3. Replacement or repair of damaged, lost or broken units outside of the guarantee can be arranged via Tagmarshal, subject to the client paying Tagmarshal the relevant fees for such a repair or replacement as well as associated shipping and handling.
- 8.4 Tagmarshal will reimburse the customer for license and/or service fees on a pro-rata basis for the period that each device is out of service due to Hardware failure subject to the guarantee conditions determined in item 8.2.
- 8.5 CLIENT HARDWARE SELF INSTALL
 - 8.5.1 In the event of the Client electing to self-install the hardware, the Client agrees to waive all of its rights and claims in terms of all hardware and or system warranties and or guarantees, express or implied which may be attributed to the installation and or wiring of the hardware.

Initial SK

TAGMARSHAL INTERNATIONAL LIMITED TERMS AND CONDITIONS

1st Floor, 6 Lapps Quay, Cork, Ireland

8.5.2 Should the client prove beyond all reasonable doubt that any hardware or system failure is not as a result of the hardware installation and or wiring, Tagmarshal shall repair or replace the faulty hardware in terms of clause 8.1

8.5.3 All self-install methodologies must be approved and signed off by Tagmarshal prior to the installation of hardware, failing which, all warranties and or guarantees express or implied will be made null and void and the client acknowledges that it shall have no claim against Tagmarshal for any Hardware or System failures.

9. RENEWAL AND OTHER OPTIONS

9.1. Tagmarshal agrees that the Client will have the right to renew any of the contract periods specified in Annexure "A" for a further 3 (three) year period on the terms and conditions stipulated in this agreement if the Client notifies Tagmarshal three (3) months prior to the conclusion of the Contract period. All fees and the schedule of payment relating to the extended period shall be in accordance with Tagmarshal's market rates on that date or by special arrangement at renewal.

10. EVENTS OF DEFAULT

10.1. In the event of any amount due in terms hereof not being paid within 30 (Thirty) days following the due date or in the event of the Client breaching any of the terms of this Agreement (all of which terms are deemed material and going to the route of this Agreement), Tagmarshal shall have the right to suspend or terminate the Service including access to and use of the Software and cancel this Agreement with immediate effect. Tagmarshal is entitled to claim all amounts which are in arrears at the date of cancellation, and claim (without prejudice to any other relief which it may have against the Client in lieu of the relief provided to Tagmarshal in this clause, whether in common law or otherwise) as pre-estimated liquidated damages equal to three times the agreed-upon Active License fee (as defined in section 4.1 of this agreement).

10.2 Should Tagmarshal at its own discretion elect not to cancel the Agreement, the Client shall be liable to pay interest on any outstanding portion of the License Fee or any other amount payable at 9% per annum in addition to any penalties and/or reactivation fees incurred by Tagmarshal at their data provider

10.3. The Parties agree that, in the first instance, they will try and resolve any dispute amicably, and if they are unable to do so to refer the dispute to arbitration.

11. NOTICES AND DOMICILIUM

11.1. The Parties choose as their domicilium citandi et executandi their respective addresses as set out on the first page of this Agreement for all purposes arising out of or in connection with this Agreement at which addresses all the processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties, or at such other address, not being a post office box or poste restante, of which the party concerned may notify the others in writing.

11.2. Any notice given in terms of this Agreement shall be in writing and shall - 11.2.1. If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

11.3. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the parties from another shall be adequate written notice or communication to such Party.

12. MISCELLANEOUS

12.1. Warranty of authority

Each Party warrants to the other Party that it has power, authority, and legal right to sign and perform this Agreement and that this Agreement has been duly authorized by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

12.2. Implementation and good faith

12.2.1. The Parties undertake to do all such things, perform all such acts, and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or, conducive to the giving of effect to the terms, conditions, and import of this Agreement.

The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.:

12.2.2. This implies, without limiting the generality of the foregoing, that they -

12.2.2.1. will at all times during the term of this Agreement act reasonably, honestly, and in good faith;

12.2.2.2. will perform their obligations arising from this Agreement diligently and with reasonable care; and

12.2.2.3. will make full disclosure to each other of any matter that may affect the execution or implementation of this Agreement.

12.3. Non-assignment

Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of the other Party.

12.4. Whole agreement

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

12.5. Variation

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.

12.6. Severability

12.6.1. The agreements and undertakings of the Parties contained in this Agreement shall each be construed as an agreement and undertaking independent of any other provision of this Agreement.

12.6.2. The Parties hereby expressly agree that it is not the intention of any party to violate any public policy, statutory or common law and that if any sentence, paragraph, clause, or combination of the same is in violation of the Law of the State of Georgia, United States of America., such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and this Agreement shall remain binding upon the Parties hereto.

12.7. Relaxation

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this Agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

12.8. Counterparts

This Agreement (and each amendment, modification, and waiver in respect of it) may be executed in any number of counterparts (including by way of facsimile transmission or electronic mail) and this has the same effect as if the signature on the counterparts were on a single copy of this Agreement.

12.9. Governing law;

This agreement shall be governed by and construed in accordance with the Law of the State of Georgia, United States of America.

12.10. Costs

12.10.1. All costs (which shall include legal costs of the attorney and own client scale), incurred by an aggrieved party which enjoys success or substantial success in enforcing its rights (whether action has been instituted or not) arising out of the breach of this Agreement by the other party of any of the provisions of this Agreement shall be borne by that other party.

Signed on behalf of the parties as duly authorized in accordance with section 12.1 of this agreement -

DocuSigned by: Tagmarshal International Ltd STEPHEN KNOOP

Signature:DD67B122CC07478.....

Date:August 31, 2023.....

Place:

The Client

By: _____ Joseph H. Earman, Chairman

By: _____ John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____ William K. DeBaal, County Attorney

Ryan L. Butler, Clerk of Court and Comptroller

Attest: _____ Deputy Clerk

(SEAL)



Annexure A : All leasing programs are subject to credit approval
 Leasing programs are facilitated by our partner Catalyst Finance Company

Course / Facility:	Sandridge Golf Club
Address:	5300 73rd St, Vero Beach, FL 32967
Contact:	Bela Nagy
Contract Period:	October 1, 2023 - March 30, 2028
Course Type:	Public
Tagmarshal Contact:	Ashleigh Bryant
Contract Date:	8/31/2023

PRODUCT OPTION		Tagmarshal Track		
Number of golf courses:		1		
Active season months:		Seasonal		
Rounds per annum:		100,000		
Set-up fee - upfront		Quantity	Price	TOTAL
• New 8" 2way GPS Screen installed		160	\$0.00	\$0.00
Set-up fee - total				\$0.00
Payable 2 weeks prior to the contract start date and includes course mapping, staff training, and goal time calibration.				

Monthly Software service & Hardware fee -		Tagmarshal Track		
• New 8" 2way GPS Screen installed		160	\$33.90	\$5,424.00
Monthly Data Fee for tablet at \$19 p/m each		2	\$19.00	\$38.00
Monthly Tee Sheet integration fee		1	\$15.00	\$15.00
Additional GeoFence module at no cost			\$0.00	\$0.00
Additional 2way Special Features at no cost			\$0.00	\$0.00
Less Discount			16.00%	\$867.84
Monthly Software service & Hardware fee - total				\$4,609.16

Payable monthly in advance				
Monthly Media Subsidy Rebate		160	\$10.00	\$1,600.00
Net amount after Rebate				\$3,009.16
Offer Valid till September 15, 2023				
2x Free Marshal tablets (data for own account at \$19 p/m each)				
2x Free Superintendent / Machinery Trackers				
No price increase plus Full Warranty for 4 years				

TOTALS				
Set-up fee - upfront				\$0.00
Software service fee & Hardware lease - per annum				\$55,309.92
First 6 months deferred at \$99 p/m				\$594.00
1st year				\$55,309.92
		Net annual amount after rebate		\$36,109.32
2nd year				\$55,309.92
		Net annual amount after rebate		\$36,109.32
3rd year				\$55,309.92
		Net annual amount after rebate		\$36,109.32
4trd year				\$55,309.92
		Net annual amount after rebate		\$36,109.32

- NOTES:**
- Ongoing fees are payable monthly in advance (54 installments). The ongoing fee includes all GSM data fees and product support.
 - We offer optional tablet packages to enhance starter & marshall performance - Samsung 8 inch tablets with robust cover, a 1GB data plan, set-up and product support - for \$245 up front with a \$19/m data plan.
 - All prices exclude taxes and/or duties which are the client's responsibility (International- outside of USA).
 - Tee sheet integration fees may apply depending on Courses Provider, ask your rep for more info.
 - Lease prices offered through Tagmarshal 3rd party partners & subject to credit approval

Accepted _____

Name: _____ Signature: _____ Date: August 31, 2023

- This lease agreement can be amended at any time during the 54 months for Hardware additions and Upgrades
- The financing is through Catalyst Finance Company Bryon Edwards, Senior lease Specialist at Catalyst Finance Company can be contacted at Ph: 778-686-1304 should you require any assistance with the application form, or have any questions regarding the Financing facility.
- Funds will be released to Tagmarshal on signature of the Finance agreement, to facilitate speedy installation and onboarding at your course.
- Installation Schedule:
Hardware delivery and training will be facilitated by Tagmarshal as per the following schedule:
4.1 Hardware delivery: Within 2 weeks of installation.
4.2 Full system go live:
- Please indicate (if applicable):
5.1 Golf Cart Model
6. Tee Sheet Integration Requirement? (Additional charges may apply)
6.1 Please indicate if Tee Sheet Integration is required
6.2 Please indicate Tee Sheet company name used

Tagmarshal International Limited

1st Floor, 6 Lapps Quay, Cork County Cork
, Ireland T12 SP62

Tel: +353 21 2120003 (Europe)

Tel: +1 7253 337354 (USA)

Email: Contact@tagmarshal.com

7 September 2023

To Sandridge Golf Club
5300 73rd St, Vero Beach, FL
32967, United States

For the attention: Mr Bela Nagy

Confirmation of 24 Month lease termination clause.

Dear Bela

Thank you for signing with Tagmarshal and leasing your contract with Catalyst. As discussed, we have removed the option for the 24-month termination from the contract as it will affect the lease application. This letter serves to provide you our assurance that despite that, we will honor the termination clause.

In the event that after an initial 24 month period of service that Sandridge Golf Club wishes to terminate the Agreement, Tagmarshal undertakes to take over the remainder of the lease agreement with Catalyst.

This is conditional on the following:

1. Sandridge Golf Club must inform Tagmarshal of their intention to exercise their right to Terminate the contract in writing 3 (three) months prior to the end of the initial 24 month period, providing reasons for the intended termination. Tagmarshal will then have 10 (ten) working days to assess the reasons provided and propose a resolution.
2. If Sandridge Golf Club is not satisfied with the proposed resolution then they must inform Tagmarshal in writing within a further 14 (fourteen days) of receipt of the resolution proposal.
3. Tagmarshal will then make arrangements with Catalyst to take over the remainder of the lease period.
4. The hardware must be returned in good working condition. Sandridge Golf Club will be invoiced for any damaged hardware that we will be unable to reuse.
5. Tagmarshal certifies that it and those related entities of Tagmarshal as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. Client may terminate this Contract if Tagmarshal, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

We trust the above will be in order.

Tagmarshal International Limited

1st Floor, 6 Lapps Quay, Cork County Cork
, Ireland T12 SP62

Tel: +353 21 2120003 (Europe)

Tel: +1 7253 337354 (USA)

Email: Contact@tagmarshal.com

..... John Willmore,
CRO

Incorporation number - 627199

Directors : Stephen Knoop, Bodo Sieber, Craig Kleu, John Willmore