



EZLinks Golf LLC

EZLinks Golf LLC
401 S LaSalle St, Suite 302
Chicago, IL 60605
Fax: 312.913.6905

These EZLinks Standard Terms and Conditions govern the Statement of Work ("SOW") between EZLinks Golf LLC, a Delaware corporation, with offices at 401 S. La Salle Street, Suite 302, Chicago, 60605 ("EZLinks") and the Client specified in the applicable SOW ("Client") (collectively, the "Agreement").

1. **Statements of Work and Changes of Account:** EZLinks will provide or license (as applicable) to Client hardware, services or software (collectively "Services"), as set forth in a SOW. All modifications and/or changes to the SOW shall be mutually agreed upon, in writing, by the parties (a "Change of Account").

2. **Fees and Charges:** Client will pay EZLinks for Services provided or licensed as detailed in a SOW, under one or more of the following fee arrangements as selected in one or more SOWs:

A. **Cash Pricing:** Client will pay EZLinks the amount identified in the SOW pursuant to the schedule identified. EZLinks will invoice Client for all amounts due. Client agrees to pay the invoices within 30 days of the invoice issue date. Payments not received within 30 days are subject to an interest charge of 1.5% per month (or the maximum amount allowed by law, whichever is less) on any overdue amount. If the payment or portion thereof is more than 60 days overdue, EZLinks may, upon prior written notice to Client, suspend Client's license to the Software, rental of Hardware and provision of Services. Client shall be responsible for all collection costs, where applicable, including attorneys' fees.

B. **Inventory Exchange:** Client will allocate a designated amount of its golf course rounds inventory (defined below as "Rounds") to EZLinks as detailed in the applicable SOW(s). EZLinks will retain revenue received as a result of selling its allocation of Rounds. The following are terms specific to Inventory Exchange fees and charges that are hereby agreed to by Client:

- i. **Rounds:** A single "Round" will be comprised of scheduled play for a total of one (1) player, including a golf cart, available during the normal hours of operations and consisting of 18 holes; provided that EZLinks may, in its discretion, sell each Round in one or more configurations (e.g., singles; twosomes; threesomes or foursomes).
- ii. **Allocation:** EZLinks may, at its discretion, select Rounds from the ETN during a designated time range (e.g., 8am to 3pm) or may select and block designated Rounds from the ETN. Though multiple tee times may be offered during the designated time range, EZLinks will only book a maximum of the allotted Rounds. EZLinks can book Rounds up to thirty (30) days in advance. Times selected will follow restrictions outlined in the SOW(s).
- iii. **Availability:** Client shall make the Rounds available on the ETN a minimum of thirty (30) days in advance of the date of play. Rounds unsold as of one (1) hour prior to the time of play may, in EZLinks discretion, be released back to Client. If for any reason a Round is not available due to a scheduled outing, event, over seeding, course maintenance, or any other reason, EZLinks shall be permitted to designate a replacement Round on an earlier or subsequent date.
- iv. **End User Service:** Client will not deny service to Round End Users or apply any surcharge or other extra charge to any End User on the basis that the End User reserved a Round provided to EZLinks.
- v. **Scheduling:** In the event of circumstances that require Client to postpone scheduled play, Client agrees that it will provide objectively adequate value to the End User in a manner appropriate with the circumstances, including, but not limited to, the use of rain checks, where legal. Client will not under any circumstances cancel, move or edit a Round reserved by an End User through the ETN, except for events of force majeure. The previous sentence notwithstanding, and subject to any objections of the End User, Client may reasonably combine single golfers and pairings with other customers of Client.

C. **Commission:** Client will authorize or pay (as applicable) the Commission as detailed in the applicable SOWs.

D. **Selection of Fee Arrangement(s):** The fee arrangement(s) selected by Client at the onset of this agreement shall remain in place for the duration of its term, unless or until revised in writing signed by Client and EZLinks.

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3. **Services Conditions:** Services provided by EZLinks to Client are detailed in the applicable SOW and, except as expressly detailed therein, are subject to the following terms:

A. General:

- i. Client assumes all risk of loss or damage to hardware provided to it by EZLinks and Client will maintain adequate insurance against loss or damage to hardware.
- ii. From time-to-time EZLinks may, in its sole discretion replace hardware or replacement parts. Client will cooperate and allow the installation of replacement hardware or parts when EZLinks notifies Client of same.
- iii. In the event of early termination of this Agreement, Client will return, at Client's sole expense, all hardware to EZLinks in good working order.
- iv. Subject to Client's compliance with this Agreement, EZLinks grants to Client a revocable, nonexclusive, non-sublicensable, limited license to access and execute software provided to it by EZLinks ("Software").
- v. Client may only use the Services in connection with its business operations, in accordance with the terms and conditions of this Agreement, and not for the benefit of any third party or for any other purpose.
- vi. Client will not copy, modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the software in any way for any reason, or engage in or authorize any action that is inconsistent with the terms and conditions of this Agreement or that violates any law.
- vii. If Client provides its own hardware (including peripheral equipment) for use with the Software, such hardware must meet or exceed EZLinks' current technical specifications for purposes of compatibility with the EZLinks offerings. Client's hardware (including peripheral equipment) shall be reviewed and subsequently approved by an EZLinks technical representative prior to delivery or use by Client of any Software.
- viii. Client acknowledges that EZLinks may use subcontractors to provide the Services.
- ix. Client acknowledges that the timing of all Services, provision and installation of Software and Hardware, and delivery of Work Product is subject to cooperation from Client. Client will provide EZLinks with access to any information including documents, staff, and other resources needed by EZLinks to perform its obligations under this Agreement.
- x. Ownership of all right, title and interest in and to the Services (hardware, Software) shall vest only in EZLinks and will always remain with EZLinks including, without limitation, any enhancements or upgrades to the Software, any EZLinks manuals, and all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing, even after it is delivered to Client.

B. 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 EZLinks 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 EZLinks, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse EZLinks 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 EZLinks 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. EZLinks 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 EZLinks 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. EZLinks 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.

C. Connectivity: Client will be solely responsible for the procurement, payment and maintenance of all telephone and internet connectivity used in connection with the Hardware, Software and Services, and for all networking functions within Client's facilities. Client agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by EZLinks from time to time. In no event will Client obtain internet access for use or provision of the Hardware, Software or Services through a satellite or Wi-Fi provider. However, Wi-Fi access is permitted for tablets assuming the standard wireless encryption and security protocols (password, network segmentation) have been deployed by Client.

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D. Up Time: EZLinks will use commercially reasonable efforts to make the ETN and Reservation Center available 99.9% of the time except for downtime due to maintenance or events outside of EZLinks' control.

4. Security, Data Ownership and Privacy:

A. PA-DSS and PCI-DSS Compliance: The ETN is, and shall continue to remain, Payment Application Data Security Standard (PA-DSS) certified. The EPOS is certified "out of scope" of the PA-DSS guidelines for POS systems, and Client agrees to the same (i.e., the EPOS software does not store, process, or transmit sensitive cardholder data, although it does provide an interface with several PA-DSS compliant credit card payment engines and devices). Client agrees that it is wholly and solely responsible for complying with the Payment Card Industry Data Security Standard, as amended ("PCI"), including, without limitation, establishing and maintaining PCI compliance with respect to Client's card facilities, software, systems, processing and storage environment, and network. Client agrees and acknowledges that EZLinks is not responsible or liable for any installation, system management or configuration by EZLinks (or its contractors) related to the EPOS, the ETN, or Client's website, software, card processing and storage environment, facilities or network, which is not compliant with PCI.

B. End User Data:

- i. Client End-User Data. As between Client and EZLinks, information collected from End Users solely through Client-specific channels (e.g., at Client's golf course(s), on Client's website, via a Client-specific App or Client's Reservation Center) will be owned by Client and is referred to in this Agreement as "Client End-User Data."
- ii. EZLinks Use of Client End-User Data. Client agrees that EZLinks may access and use the Client End-User Data to provide Software, Hardware and Services to the Client. Client also agrees that Client End-User Data, excluding personal information, may be used in the aggregate by EZLinks to identify trends or cultivate business intelligence.
- iii. Third-Party Interfaces. Client acknowledges that End-User data (including, without limitation, personal information) collected through a Third-Party Interface (e.g., the EZLinks API or INT) may be used and owned by multiple parties, including EZLinks and the Third Party using the EZLinks API or INT. As detailed above, Client selects in a SOW the Third-Party Interfaces through which Client's tee time reservations can be made available (if any).
- iv. EZLinks End-User Data. Client acknowledges that EZLinks will own all End-User data (including, without limitation, personal information) collected via EZLinks platforms and their outlets (e.g., TeeOff.com) ("EZLinks End User Data"). Client acknowledges that EZLinks will submit to Client certain EZLinks End-User Data in order to procure tee times reserved at a Client golf course via an EZLinks platform. Client agrees that it will use EZLinks End-User Data solely in connection with providing its specific golf course services to those End Users and will not sell or share EZLinks End-User Data with third parties (other than third parties providing golf course services on Client's behalf). Client is specifically prohibited from using the EZLinks End-User Data to market the products or services of an EZLinks competitor.
- v. Restrictions on Use of End-User data. Client acknowledges that EZLinks makes no representation that any End User information or data is collected in a manner that secures consent for Client to use the information or data for any particular marketing tactic (e.g., text messaging, robocalls, etc.) and that it is Client's sole responsibility to ensure it has the requisite consent from individuals prior to engaging in any communication with End Users. Client agrees to comply with all applicable laws, rules and regulations, including, without limitation, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act of 1991, and various state laws and regulations concerning telemarketing, electronic communications and other forms of communication.

C. Privacy: Client agrees that it will be solely responsible for posting or otherwise making available a legally compliant terms of use and privacy policy in connection with transactions with End-Users and the collection of Client End-User Data and its compliance with them.

5. **Confidentiality**: The following provisions govern the exchange, use and disclosure of the parties' proprietary and confidential information:

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A. The term "Confidential Information" refers to all materials and information that have or will come into the possession or knowledge of the other party (the "Receiving Party") that the other party (the "Disclosing Party") has designated as confidential or proprietary, or which the Receiving Party should reasonably believe to be confidential or proprietary, and automatically includes, without limitation, (i) information relating to the business and marketing plans and financial status of the Disclosing Party, (ii) any non-public new product or strategic relationship plans of the Disclosing Party and any of the Disclosing Party's trade secrets, (iii) all know-how and other information pertaining to skills and technology that are proprietary to the Disclosing Party, and (iv) the terms of this Agreement.

B. The Receiving Party will hold all Confidential Information in the strictest confidence and may only disclose Confidential Information to its employees and contractors on a need-to-know basis who are subject to obligations of confidentiality substantially similar to those obligations set forth in this Agreement. The Receiving Party agrees to protect Confidential Information with the same degree of confidentiality and care with which it treats its own confidential information of a similar nature, but in no event less than with reasonable care.

C. The Receiving Party agrees that because of the unique nature of the Disclosing Party's Confidential Information, disclosure of such confidential information in violation of the provisions of this Agreement would cause irreparable harm to the Disclosing Party. Accordingly, the Receiving Party agrees that in the event of any violation or threatened violation of this section by the Receiving Party, the Disclosing Party may obtain, in addition to any other legal remedies that may be available under law or in equity, and without being required to post bond, such equitable relief as may be necessary to protect the Disclosing Party against any such violation or threatened violation.

D. Nothing contained in this Agreement will in any way restrict or impair the Receiving Party's right to use, disclose or otherwise deal in information which: (a) at the time of disclosure is in the public domain, as evidenced by written publication; (b) after disclosure to the recipient becomes part of the public domain by written publication through no fault of the recipient; (c) the recipient can demonstrate was in its possession prior to the time of disclosure to the recipient and was not acquired directly or indirectly from the disclosing party or any person, firm or corporation acting on its behalf; (d) the recipient can show was acquired by the recipient independently, after disclosure hereunder, from a third party without breach of agreement or violation of law; or (e) the recipient must disclose as may be required by order of a court of competent jurisdiction, provided, however, that prior to any such disclosure, the recipient notifies the disclosing party of the recipient's intent to disclose such information so that the disclosing party may seek a protective order or injunctive relief to prevent such disclosure.

6. Marks and Intellectual Property:

A. Except as expressly provided in this Agreement, neither party will have any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation ("Marks").

B. Client grants to EZLinks a nonexclusive, sub-licensable, worldwide right to use Client's Marks for purposes of marketing and promoting the services and EZLinks and to provide the Services to Client under this Agreement. Client represents and warrants that the use by EZLinks of the Client's Marks will not infringe, violate or misappropriate the rights of any third party (including, without limitation, intellectual property rights).

C. After execution of this Agreement, the parties will issue a joint press release announcing the parties' relationship under this Agreement. The timing and content of which will be subject to the approval of each party, which approval may not be unreasonably withheld.

D. Client will provide EZLinks information about Client's facilities (including but not limited to course photos, course descriptions, course logos) that EZLinks may request from time-to-time, and Client authorizes EZLinks to publish such information on any platform (including, without limitation, online) operated by EZLinks or an authorized third party. Client agrees that it will supplement or otherwise amend such information from time to time so that such information remains current.

7. Term and Termination:

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A. A SOW may expire or be terminated in accordance with its terms. Unless terminated earlier as provided in this Agreement or as otherwise expressly agreed in an applicable SOW, the initial term of the SOW (the "Initial Term") shall be thirty six (36) months and will automatically renew for periods of twelve (12) months (each, a "Renewal Term") unless either party provides written notice at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term of that party's intention that the Agreement not be renewed. Either party may terminate a SOW for material breach of this Agreement or the applicable SOW, provided, however, that the non-breaching party has given the other party at least sixty (60) days written notice of and the opportunity to cure the breach. Should Client elect not to cure such material breach, EZLinks will assume ownership rights of Client End User Data referenced in Section 4.Bi. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. Upon expiration or termination of this Agreement or applicable SOW, all licenses granted under this Agreement will likewise terminate.

- B. Effect of Termination/Expiration: Upon any termination or expiration of this Agreement for any reason, Client will:
- i. Immediately cease using the Software and any other EZLinks materials;
 - ii. Return, purge or destroy (as directed by EZLinks) all Software and other EZLinks materials and certify to EZLinks in writing that all such copies have been surrendered or destroyed in accordance with the foregoing;
 - iii. Pay to EZLinks any fees due and owing under this Agreement or any SOW as of the effective date of termination; and
 - iv. Cooperate with EZLinks for the retrieval of any Hardware at Client's premises.
 - v. Any obligations and duties that, by their nature, extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement, including without limitation, payment of fees and charges, indemnification and confidentiality obligations.
 - vi. In the event of a breach of this Agreement by Client leading to its termination by EZLinks, Client shall be solely responsible for any costs or damages associated with return of EZLinks' Hardware.
 - vii. Upon the natural expiration or non-renewal of this Agreement or any SOW, EZLinks will provide to Client shipping instructions which Client will follow to return any Hardware. EZLinks will pay for all return shipping in this instance.

8. **Indemnification**: Each party will defend, indemnify and hold the other party, its employees, agents, representatives, successors and assigns harmless from and against any and all judgments, costs, damages, claims, causes of action and expenses (including reasonable outside attorneys' fees) or settlement thereof in connection with or arising from any third party claim based upon the breach or alleged breach of this Agreement. Client will defend, indemnify and hold harmless EZLinks, its employees, agents, representatives, successors and assigns from and against any and all claims, judgments, costs, damages, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of: any action taken by EZLinks at the direction of Client; any content or materials provided by Client, including, without limitation, any pricing or advertisements; the Client's implementation of or reliance on any advice or counseling from EZLinks (e.g. revenue or pricing recommendations or marketing copy); any injuries to persons (including death) and damage to property caused by the acts or omissions of Client, its employees, agents, servants or representatives; Client or a Third Party authorized to access a Third-Party Interface being denied access to the INT, ETN and/or EPOS, including, without limitation, any claims that EZLinks caused or induced a breach of contract or other obligation between Client and a Third Party; any third-party claims of infringement of intellectual property rights; or misappropriation or use in contrast to the purpose described in a SOW of any Software or hardware.

9. **Insurance**: During the Term, Client will maintain insurance with limits sufficient to cover any potential loss or damage up to the full value of all Hardware, Software and data provided by EZLinks to Client under this Agreement. Client will furnish to EZLinks upon request, original Certificates of Insurance evidencing the required coverage to be in force during the term of this Agreement and applicable SOW.

10. **Disclaimer**: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, USE OF THE HARDWARE, SOFTWARE AND SERVICES IS AT CLIENT'S SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CLIENT. THE HARDWARE, SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND EZLINKS AND EZLINKS' LICENSORS (COLLECTIVELY REFERRED TO AS "EZLINKS") DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE HARDWARE,

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SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT AND FREEDOM FROM VIRUS. EZLINKS DOES NOT WARRANT AGAINST INTERFERENCE WITH CLIENT'S ENJOYMENT OF THE HARDWARE, SOFTWARE AND SERVICES, OR THAT THE HARDWARE, SOFTWARE AND SERVICES WILL MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE HARDWARE, SOFTWARE AND SERVICES WILL BE CORRECTED, OR THAT THE HARDWARE, SOFTWARE AND SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE HARDWARE AND SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES.

11. Limitation of Liability: IN NO EVENT WILL EZLINKS BE LIABLE FOR PERSONAL INJURY, ANY NON-COMPLIANCE WITH PCI-DSS, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, SECURITY BREACH, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CLIENT'S USE OF OR INABILITY TO USE THE HARDWARE, SOFTWARE OR SERVICES, OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE HARDWARE, SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF EZLINKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED ON EZLINKS, THEN EZLINKS' TOTAL LIABILITY FOR ANY OR ALL OF CLIENT'S LOSSES OR INJURIES FROM EZLINKS' ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF SUCH CLAIM, WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO EZLINKS UNDER THIS AGREEMENT FOR THE PARTICULAR SOFTWARE, HARDWARE OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE SIX MONTH PERIOD PRECEDING THE DATE SUCH CLAIM AROSE.

12. Audit: During the Term and for a period of four (4) years thereafter, Client will retain all records pertaining to the performance of its obligations under this Agreement and will permit EZLinks to inspect such records upon reasonable advance notice at any time, but in no event more frequently than once in each calendar year, for the period such records are retained pursuant to this section.

13. 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 Services and that it will, as required by applicable laws, collect and remit, all applicable taxes, including, without limitation for End Users' tee times and other purchases at its course(s). Client will indemnify, defend and hold EZLinks harmless from any liability incurred by EZLinks in connection with Client's failure to comply with this Taxes provision.

14. Miscellaneous: Unless otherwise expressly stated in a SOW, the SOW will be governed by this Agreement and in the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall govern. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent it is caused by circumstances beyond its control. All notices under this Agreement must be in writing and will be sufficient if delivered personally or sent by overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement or in a SOW. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties. The waiver by either party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. Neither party may assign this Agreement without the prior written consent of the other party unless, with advance written notice, to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets. The rights and obligations of this Agreement shall bind and benefit any permitted successors or assigns of the parties. The performance by EZLinks of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between EZLinks and Client. This Agreement is governed in all respects by the laws of the State of Illinois without regard to conflict of law provisions. Each party exclusively submits to the personal jurisdiction of the courts located within Cook County, Illinois. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties. Any provision of this Agreement that is declared by a court to be invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof. Any such invalidity or unenforceability

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in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter.

15. **Equipment Financing:** Notwithstanding anything in this Agreement or the SOW to the contrary, Client acknowledges that some or all of the Hardware provided by EZLinks to Client hereunder may be leased and/or financed by EZLinks under agreements (collectively, the "Finance Agreements") between EZLinks and Wintrust Capital, a division of Wintrust Asset Finance Inc. ("Lessor"). If provided for under the Finance Agreements, EZLinks may assign or transfer all or any portion of its rights, benefits, and interests under this Agreement (including EZLinks' rights to receive payments hereunder) to Lessor, provided that EZLinks, and not Lessor, will remain solely responsible and liable to Client for the performance of EZLinks' obligations hereunder. To the extent EZLinks assigns to Lessor EZLinks' rights to receive payments hereunder, Client agrees to make all relevant amounts payable hereunder to Lessor, as directed by EZLinks or Lessor in the relevant notice. Additionally, upon written notice from EZLinks or Lessor that an event of default has occurred under any of the Finance Agreements, EZLinks and/or Lessor may reclaim possession of the Hardware, provided that such reclamation would neither limit Client's rights and remedies hereunder nor relieve EZLinks of its obligations to Client hereunder. If requested by EZLinks or Lessor, Client agrees to execute a written permission allowing EZLinks or Lessor to enter Client's premises during regular business hours for the purpose of reclaiming the Hardware, as well as other reasonable documentation as may be required by Lessor from time to time to obtain assurances that Lessor's rights and remedies in connection with the Hardware have been preserved and are enforceable.

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This Statement of Work ("SOW") is between EZLinks Golf LLC ("EZLinks") and the client designated below ("Client") and is subject to and governed by the EZLinks Standard Terms and Conditions as stated above (collectively, the "Agreement"). Capitalized but undefined terms will have the meanings first set forth in the online EZLinks Standard Terms & Conditions

Client: Sandridge Golf Club

Billing Address: 5300 73rd St
Vero Beach, FL 32967-5462

Golf Course(s) Sandridge Golf Club

Course Address(es) 5300 73rd St
Vero Beach, FL 32967-5462

Client Project Manager: Bela Nagy

Email: bnagy@ircgov.com

Phone: (772) 770-5003 x5

1. AVAILABLE SOFTWARE & SERVICES: Following is a general description of available Software and Services for Client to select in the table below:

- A. EZLinks Tee Sheet Network ("ETN"): Software to electronically manage and display golfer data and course tee time availability in multiple channels.
- B. Point of Sale ("EPOS"): Software to electronically facilitate designated Client transactions, manage inventory and report on revenues. EPOS does not include ETN.
- C. Integrations and Interfaces ("INT"): Software to transfer and/or display ETN or EPOS data to third-parties approved by EZLinks. Herein referred to as a Third-Party Interface or INT.
- D. Web Reservations Engine ("WRE"): Software to display tee times and permit reservations of tee times by end users (each, an "End User") through Client-operated or third-party channels including, but not limited to, EZLinks-operated websites or mobile sites. Client agrees that all channels utilized by Client to make its tee times available and permit reservations of tee times by End Users are subject to EZLinks' prior approval. For those circumstances where EZLink's Trade Times are posted to the Client's course site ("Split Times"), Client shall be required to reference and provide links to EZLinks' Privacy Policy and Terms & Conditions.
- E. EZLinks Reservation Center: A Reservation Center to facilitate End User tee time booking at Client course(s).
- F. Marketing Services:
 - i. Website Development and Support Services: EZLinks shall provide development, including semi-custom design and coding, of a Client-specific website that includes a template content management portal. Client understands that the resulting website is licensed to Client for the term of the SOW. The minimum technical requirements / supported browsers for highest quality are as follows: Chrome, Safari and Internet Explorer 10 or higher.
 - ii. Promotional Email Marketing: EZLinks may facilitate the creation of semi-custom email designs and distribution of the same to a Client-designated and Client-managed golfer database. Client represents and warrants that all email addresses provided by Client to EZLinks were and will be collected in accordance with applicable law and that sending marketing emails to those email addresses does not violate any applicable law (including, without limitation, the CAN-SPAM Act) or any representation made to the users associated with those email addresses. The minimum technical

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requirements / supported browsers for highest quality are as follows: Chrome 25 or higher, Safari 5.1 or higher, Internet Explorer 11 or higher, Opera 12 or higher and Firefox 20 or higher.

iii. Mobile Application (“App”): EZLinks shall provide Software that enables Client to display a mobile application specific to Client, including course-specific tee time information, to End Users via compatible mobile phones. Client understands that the resulting App is licensed to Client for the term of the SOW. Client agrees that it will not be listed as the developer of the App with any app store, but rather either EZLinks or its App developer will be listed as such. The minimum technical requirements / supported browsers for highest quality are as follows: Chrome, Safari and Internet Explorer 9 or higher.

iv. Revenue Management Support: EZLinks may provide a Revenue Management and Performance team to provide Client-specific reports, revenue counsel and, if explicitly requested, can provide a proposal for additional management services for Client’s golf course.

v. Technical Support: EZLinks may provide Client with Technical Support during installation and training and provide ongoing client support specific to the EZLinks Software, Hardware and Services.

G. Directory Rounds: If directory rounds are selected by Client in the Payment Method section below:

i. Client authorizes EZLinks to offer golfers the ability to book Rounds at Client courses via EZLinks platforms and their outlets (e.g., TeeOff.com) (“EZLinks Platforms”).

ii. Client will make available via the ETN any number of regular and/or dynamically priced Rounds to EZLinks per day, as available, a minimum of two (2) weeks in advance of play. The Rounds allocated for directory rounds are in addition to any Rounds allocated elsewhere in this or any other SOW.

iii. Client agrees to provide EZLinks with Client photos for marketing of the Clients’ course(s). Client represents that all such photos will be fully cleared (e.g., for copyrights, rights of publicity, etc.) for commercial use by EZLinks in all mediums (including, without limitation, on the internet, in print and via mobile distribution channels).

iv. Client agrees to honor all golfer reservations booked through the EZLinks Platform.

v. Client acknowledges that EZLinks reserves the right to charge golfers a service fee in connection with Client’s Rounds. Service fees will be retained by EZLinks.

vi. Client authorizes EZLinks to price and sell Directory Rounds in parity with any third party posting or selling Client Rounds

H. Special Projects/Reports: EZLinks may assess an hourly charge to Client for special projects and/or reports. Any such fee would be mutually agreed upon between both parties in a Change of Account.

Initials _____



EZLinks Golf LLC

EZLinks Golf LLC
 401 S LaSalle St, Suite 302
 Chicago, IL 60605
 Fax: 312.913.6905

Payment Method	Contract Type	Offer Valid if Executed by
Inventory	Renewal	11/30/19

Start Date	End Date	Inventory Description	Pricing Restrictions	Day and Time Restrictions
11/01	05/31	8 Rounds/day Monday - Sunday	EZLinks agrees that Inventory Exchange rounds will not be advertised below 30% off the current regular rate, unless a lower rate exists online in which case EZLinks shall have price parity and will match the lowest posted rate.	EZLinks agrees to post Inventory Exchange Tee Times between 10am - 1pm.
06/01	10/31	12 Rounds/day Monday; 8 Rounds/day Tuesday - Sunday	EZLinks agrees that Inventory Exchange rounds will not be advertised below 30% off the current regular rate, unless a lower rate exists online in which case EZLinks shall have price parity and will match the lowest posted rate	EZLinks agrees to post Inventory Exchange Tee Times between 10am - 1pm.

Product Name	Product Code	Charge Type	Product Status	Quantity	Unit Price	Contract Unit Price
EZTEE PRO	101B	Monthly	Active	1	\$425.00	\$0.00
EZTP: User License	10101B	Bundled	Active	2	\$0.00	\$0.00
EZT: Member Icons	10108	Bundled	Active	1	\$0.00	\$0.00
EZT: Multi Course/Cross Course Booking	10116	Bundled	Active	1	\$0.00	\$0.00
EZT: Rapid Reserve	10115	Bundled	Active	1	\$0.00	\$0.00
EZT: Revenue Reports	10109	Bundled	Active	1	\$0.00	\$0.00
EZPRICE PRO	10122B	Bundled	Active	1	\$0.00	\$0.00
Distribution Channel Management	10120B	Bundled	Active	1	\$0.00	\$0.00
EZBOOK PRO	123B	Monthly	Active	1	\$250.00	\$0.00
Social Booking Module	12304B	Bundled	Active	1	\$0.00	\$0.00
Specials Booking Module	12303B	Bundled	Active	1	\$0.00	\$0.00
MKT: Custom Email Confirmation	10107	Bundled	Active	1	\$0.00	\$0.00

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Product Name	Product Code	Charge Type	Product Status	Quantity	Unit Price	Contract Unit Price
MKT: Database Marketing Assistant	10113	Bundled	Active	1	\$0.00	\$0.00
MKT: Promo Code Engine	10119	Bundled	Active	1	\$0.00	\$0.00
MKT: Reminder and Thank You Emails	10105	Bundled	Active	1	\$0.00	\$0.00
EZENGAGE	201B	Monthly	Active	1	\$350.00	\$0.00
EZTP: Extra User License (each)	10101	Monthly	Active	8	\$25.00	\$0.00
EZ24 PRO	126B-IL	Per Round	Active	1	\$2.75	\$0.00
EZT: Auto Turn Times	10117	Bundled	Not Active	1	\$0.00	\$0.00
Dynamic Pricing	10121B	Bundled	Not Active	1	\$0.00	\$0.00
Utilization Pricing	10103B	Bundled	Not Active	1	\$0.00	\$0.00
EZT: Photo ID Feature	10102	Bundled	Not Active	1	\$0.00	\$0.00
EZ EPOS v7	302B	Monthly	Pending Removal	1	\$229.00	\$0.00
INT: EZSUITE PRO Integration	10701	One-Time	Required	1	\$500.00	\$0.00
3rd Party Rounds for GolfNow	14006B-GN	Monthly	Required	1	\$0.00	\$0.00
INT: Range Software Interface	30816M	Monthly	Required	1	\$31.00	\$0.00
EZSUITE (Premier Suite)	308M	Monthly	Required	1	\$525.00	\$0.00
POS User License	30801B	Bundled	Required	4	\$0.00	\$0.00
Retail POS	30813M	Monthly	Required	1	\$0.00	\$0.00
Food & Beverage POS	30815M	Monthly	Required	1	\$0.00	\$0.00
Event Management	30808M	Monthly	Required	1	\$0.00	\$0.00
Accounting System Interface	30805M	Monthly	Required	1	\$0.00	\$0.00
POS: Business Intelligence	30803M	Monthly	Required	1	\$0.00	\$0.00
Barcode Data Collector Interface	30807M	Monthly	Required	1	\$0.00	\$0.00
Barcode Blaster Printer Interface	30401M	Monthly	Required	1	\$0.00	\$0.00
POS: Purchase Orders	30806M	Monthly	Required	1	\$0.00	\$0.00
POS: Membership AR, EZ Pay with ACH, and Member Tools	30802M	Monthly	Required	1	\$0.00	\$0.00
Initial Install- Per Day	301B	Per Day	Required	5	\$1,100.00	\$0.00
SVC: 24/7/365 Support Line and POS Updates	316	Monthly	Required	1	\$62.50	\$0.00

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Product Name	Product Code	Payment Option	Inventory Options	Type	Quantity	Per
TeeOff by PGA TOUR	141B	Inventory	Smart Tee Times	Tee Times	1	Week

Product Name	Product Code	Product Status	Quantity
EHW: Host PC / Server	32001	Required	1
EHW: Network Printer	32016	Required	1
EHW: Receipt Printer	32011	Required	4
EHW: Receipt Printer Cable	32013	Required	4
EHW: Workstation PC	32003	Required	4
EHW: Workstation Touch Screen Monitor	32005	Required	4

Distribution Product	Product Code	Payment Option	Prepaid Commission or Cash Bill	Commission Percentage
TeeOff by PGA TOUR	141B	Inventory		

Total Monthly Price (Excludes Applicable Tax)	\$0.00
Total One-Time Price	\$0.00

SOW Notes:

Client will transition from a monthly cash invoice for services to an inventory exchange payment method on the first day of the first month following the signed agreement date.

Client agrees to trade 1 additional time per week in lieu of the 10% commission for TeeOff.com.

This SOW will be deemed accepted by EZLinks upon its signing and returning a copy of the SOW to Client, acceptance by Client of any of the items under this SOW, EZLinks commencing performance of any of the Services, or EZLinks otherwise acknowledging acceptance. Prior to acceptance, EZLinks may cancel this SOW without any liability or obligation.

Initials _____



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EZLinks Golf LLC
401 S LaSalle St, Suite 302
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EZLinks Golf LLC:

Sandridge Golf Club

Signature

Signature

By

By

Title

Title

Date

Date

Initials _____



EZLinks Golf LLC

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401 S LaSalle St, Suite 302
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EZLINKS Golf LLC

Addendum to Standard Terms and Conditions

This Addendum to EZLinks Standard Terms and Conditions between EZLinks Golf LLC and Sandridge Golf Club ("Client"), shall become effective upon signature of both parties. The Addendum is made part of Agreement and will be governed by above SOW and Standard Terms and Conditions, except where distinguished below:

Section 3, Hardware and Software Configuration and Security. Sub-Section B, will be modified to read:

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 EZLinks 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 EZLinks, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse EZLinks 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) to the extent permitted and to the limits set forth in Section 768.28 of the Florida Statutes, it will be liable for and indemnify, defend and hold EZLinks 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. EZLinks 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 EZLinks 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. EZLinks 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.

Section 5, Confidentiality: Will be modified to read:

D. Nothing contained in this Agreement will in any way restrict or impair the Receiving Party's right to use, disclose or otherwise deal in information which: (a) at the time of disclosure is in the public domain, as evidenced by written publication; (b) after disclosure to the recipient becomes part of the public domain by written publication through no fault of the recipient; (c) the recipient can demonstrate was in its possession prior to the time of disclosure to the recipient and was not acquired directly or indirectly from the disclosing party or any person, firm or corporation acting on its behalf; (d) the recipient can show was acquired by the recipient independently, after disclosure hereunder, from a third party without breach of agreement or violation of law; (e) the recipient must disclose as may be required by order of a court of competent jurisdiction, provided, however, that prior to any such disclosure, the recipient notifies the disclosing party of the recipient's intent to disclose such information so that the disclosing party may seek a protective order or injunctive relief to prevent such disclosure; or (f) required by law.

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Section 7, Term and Termination: Sub-Section B, Point ii, will be modified to read:

ii. Unless otherwise required by law, return, purge or destroy (as directed by EZLinks) all Software and other EZLinks materials and certify to EZLinks in writing that all such copies have been surrendered or destroyed in accordance with the foregoing;

Section 7, Term and Termination: Sub-Section A will be modified to read:

A. A SOW may expire or be terminated in accordance with its terms. Unless terminated earlier as provided in this Agreement or as otherwise expressly agreed in an applicable SOW, the initial term of the SOW (the "Initial Term") shall be thirty six (36) months. Contract may be renewed for a period of thirty six (36) months upon a mutual agreement between both parties. Either party may terminate a SOW for material breach of this Agreement or the applicable SOW, provided, however, that the non-breaching party has given the other party at least sixty (60) days written notice of and the opportunity to cure the breach. Should Client elect not to cure such material breach, EZLinks will assume ownership rights of Client End User Data referenced in Section 4.Bi. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. Upon expiration or termination of this Agreement or applicable SOW, all licenses granted under this Agreement will likewise terminate.

Section 8, Indemnification: Will be modified to read:

8. Indemnification: To the extent permitted and to the limits set forth in Section 768.28 of the Florida Statutes each party will defend, indemnify and hold the other party, its employees, agents, representatives, successors and assigns harmless from and against any and all judgments, costs, damages, claims, causes of action and expenses (including reasonable outside attorneys' fees) or settlement thereof in connection with or arising from any third party claim based upon the breach or alleged breach of this Agreement. Client will defend, indemnify and hold harmless EZLinks, its employees, agents, representatives, successors and assigns from and against any and all claims, judgments, costs, damages, causes of action and expenses (including reasonable attorneys' fees) resulting from or arising out of: any action taken by EZLinks at the direction of Client; any content or materials provided by Client, including, without limitation, any pricing or advertisements; the Client's implementation of or reliance on any advice or counseling from EZLinks (e.g. revenue or pricing recommendations or marketing copy); any injuries to persons (including death) and damage to property caused by the acts or omissions of Client, its employees, agents, servants or representatives; Client or a Third Party authorized to access a Third-Party Interface being denied access to the INT, ETN and/or EPOS, including, without limitation, any claims that EZLinks caused or induced a breach of contract or other obligation between Client and a Third Party; any third-party claims of infringement of intellectual property rights; or misappropriation or use in contrast to the purpose described in a SOW of any Software or hardware.

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Section 14, Miscellaneous: Will be modified to read:

14. Miscellaneous: Unless otherwise expressly stated in a SOW, the SOW will be governed by this Agreement and in the event of a conflict between this Agreement and a SOW, the terms of this Agreement shall govern. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent it is caused by circumstances beyond its control. All notices under this Agreement must be in writing and will be sufficient if delivered personally or sent by overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement or in a SOW. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties. The waiver by either party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. Neither party may assign this Agreement without the prior written consent of the other party unless, with advance written notice, to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets. The rights and obligations of this Agreement shall bind and benefit any permitted successors or assigns of the parties. The performance by EZLinks of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between EZLinks and Client. This Agreement is governed in all respects by the laws of the State of Illinois without regard to conflict of law provisions. Each party exclusively submits to the personal jurisdiction of the courts located within Indian River County, Florida. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties. Any provision of this Agreement that is declared by a court to be invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof. Any such invalidity or unenforceability in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter.

Signature

By

Title

Date

Signature

By

Title

Date

Initials _____