

Software Service Agreement

Last Updated January 1, 2024

This Software Service Agreement (the "Agreement") is entered into as of 15 February 2024
("Effective Date") by and between:

Golf Genius Software, Inc., a Delaware Corporation with its principal offices located at 311 Orchard Way, Suite 700, Wayne, PA 19087 ("GGS")

AND

Arrowhead Golf Club (the "Customer").

Customer Address: 26W151 Butterfield Rd, Wheaton, IL 60189

Recitals

WHEREAS, GGS provides software services to manage golf event and tournament operations, golf shop operations and such other golf-related services made available via a paid subscription through (a) the GGS website located at www.golfgenius.com (the "Site"), (b) other GGS owned and operated websites including but limited to operation36golf.com, (c) certain GGS mobile apps (the "Apps" and each, the "App"), and (d) the GGS portals (the "Portals") curated by Customer for specific golf events, golf leagues, golf training and coaching, and golf trips (the Site, the Apps and the Portals, collectively, the "Service"); and

WHEREAS, Customer desires to use the Service, under the terms and conditions set forth in this Agreement.

Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree as follows:

1. Service.

1.1. Access to the Service. Subject to the terms and conditions of this Agreement and each subscription order under this Agreement ("Subscription Order"), GGS grants to Customer and the employees, agents and independent contractors of Customer who Customer authorizes to use the Service on Customer's behalf (collectively, "Users") during the Term (as defined in Section 2.1) (a) limited, non-exclusive, non-transferrable, non-assignable, revocable access to the Site and the Portals as applicable, and (b) a limited, non-exclusive, non-transferrable, non-assignable, revocable license under copyright to reproduce copies of the Apps on mobile devices or tablets owned by Customer or Users to access the functionalities of the Apps which Customer and Users are permitted to access. The Site and the Portals are provided on servers controlled by GGS and accessed by Customer and Users via an Internet connection. Customer must have an Internet connection and hardware and software that is compatible with the Service.

1.2. Scope of Use. The scope and purpose of use of the Service is strictly limited to the Customer's own golf event and tournament operations, golf shop operations, and other golf-related operations (collectively, "Golf Operations"). The scope and purpose of use of the Service by the Customer may be further defined and limited as set forth in each Subscription Order.

1.3. Service Modifications and Interruptions. GGS may at its sole discretion modify or change any of the features of the Service without materially affecting the functionality of the Service. GGS may from time-to-time perform software maintenance that may cause the Service to be temporarily interrupted. Such maintenance shall be performed during non-peak hours to the extent that it is reasonably possible. In the event any routine maintenance is not performed during non-peak hours, GGS shall make commercially reasonable efforts to notify Customer in advance of such maintenance.

2. Term and Termination.

2.1. Term. This Agreement shall commence on the Effective Date and continue until terminated as set forth below ("Term").

2.2. The term of Service shall be set forth in the applicable Subscription Order (“Order Term”). Except as otherwise stated on the applicable Subscription Order, each subscription to the applicable Service shall renew for successive renewal terms of the same duration of the Order Term (“Order Renewal Term”), unless either party gives written notice thirty (30) days prior to the renewal of its intent not to renew the Service.

2.3. Termination for Cause. Either party may terminate this Agreement for cause by giving the other party thirty (30) days prior written notice specifying a material breach of the other party’s obligations under this Agreement; and provided that said breach has not been cured within such thirty (30) day period, the non-defaulting party shall have the right, at its election and without prejudice to any other rights or remedies, to cancel this Agreement in whole or in part.

2.4. Termination for Convenience. Customer may terminate any Subscription Order for a Service during any Order Renewal Term for any reason or no reason by giving GGS thirty (30) days prior written notice. In such case, the fees for the then current Order Renewal Term shall be prorated. Customer may terminate this Agreement for convenience upon written notice to GGS during any period in which all Subscription Orders under this Agreement are expired or terminated.

2.5. Effect of Termination. Upon the termination of this Agreement (whether pursuant to this Section 2 or for any other reason), (i) Customer and Users shall immediately cease use of the Service, and (ii) Customer shall pay any outstanding amounts due to GGS hereunder; and (iii) each party shall return to the other party all copies of such other party’s Intellectual Property and Confidential Information and certify in writing to such other party that no copies of such Intellectual Property and Confidential Information have been retained by it within ten (10) days of such termination or, if requested by the owner of such Intellectual Property and Confidential Information, destroy all copies thereof and certify in writing to the owner of such Intellectual Property and Confidential Information that all copies have been destroyed.

3. Fees and Payments.

3.1. Fees. The fees under this Agreement shall be as set forth in each Subscription Order. Payment terms shall be in accordance with each Subscription Order.

3.2. Late Payments. If Customer fails to pay any fee owed under this Agreement, GGS shall have the right to: (a) assess late charges in the amount equal to the greater of one percent (1%) per month or the maximum allowable under applicable law; and/or (b) suspend access to any or all of the Service. Any such suspension or termination shall not relieve Customer from its obligation to pay any outstanding fees plus late charges. Customer shall be responsible for any cost associated with collecting such fees including without limitation, legal costs, reasonable attorney’s fees, court costs and collection agency fees.

4. Proprietary Rights.

4.1. Ownership of Customer Intellectual Property. As between the parties, Customer retains all right, title and interest in and to the data supplied by Customer or Users or GGS on Customer's behalf for the purpose of using the Service or facilitating Customer’s or Users’ use of the Service (collectively, “Customer Data”) and all Intellectual Property (as defined in Section 4.3) rights pertaining thereto (Customer Data and such Intellectual Property rights, collectively, the “Customer Intellectual Property”), but excluding any GGS Intellectual Property (as defined in Section 4.2). GGS shall not distribute any materials that bear any connection to Customer or its trademarks, trade names, logos or service marks without the permission of Customer, and shall not use Customer Intellectual Property for any purpose other than providing the Service to the Customer. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of Customer Intellectual Property. Customer hereby grants to GGS during the Term a non-exclusive, non-assignable, non-transferrable right and license to use the Customer Data solely for purposes of providing the Service. Customer represents and warrants that Customer has the right to grant the license set forth above and to provide to GGS the Customer Data as contemplated in this Agreement. Nothing in this Agreement shall be construed to permit Customer or GGS to use any data or information collected through the Service or otherwise, in whole or in part, in violation of any applicable Privacy Laws and Policies (as defined in in Section 7).

4.2. Ownership of GGS Intellectual Property. Customer acknowledges that GGS owns and retains all right, title, and interest in and to the Service and all Intellectual Property rights pertaining thereto (including, without limitation, any and all, data, technology, software, code, user interfaces, trademarks, audio, photographs, illustrations, graphics, other visuals, video, copy, text, titles, materials and other items posted thereon by GGS or used in connection or associated therewith or arising therefrom) (collectively, the “GGS Intellectual Property”). Except as expressly granted herein, no license or right under any GGS Intellectual Property, including, without limitation, the right to access the source code or object code for the software incorporated into the Service, is granted or implied by this Agreement. Specifically, other than as expressly allowed herein, Customer shall not (a) download, post, display, publish, reproduce, transmit, modify, perform, broadcast, transfer, port, translate, localize or create derivative works of the GGS Intellectual Property; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying

ideas, underlying user interface techniques or algorithms of the GGS Intellectual Property by any means whatsoever, or disclose any of the foregoing; or (c) sell, lease, license, sublicense, copy, market, distribute, offer as service or otherwise exploit the GGS Intellectual Property. Customer shall not edit, delete, remove, obscure, alter, otherwise change the meaning or appearance of, or repurpose any aspect of the GGS Intellectual Property, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks or any other proprietary content or proprietary rights notices.

4.3. "Intellectual Property" means all rights in, to or arising out of: (i) any proprietary information, know-how, and data, including but not limited to, all proprietary intellectual property rights arising out of common law principles, and (ii) all copyrights, trademarks and patents, and applications thereof in the U.S. and any foreign country.

5. Confidentiality.

5.1. "Confidential Information" means all confidential information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Confidential Information of GGS includes GGS Intellectual Property and Confidential Information of Customer includes Customer Data.

5.2. The Receiving Party shall (i) observe complete confidentiality with respect to the Disclosing Party's Confidential Information; (ii) not disclose or permit any third party to disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent and (iii) ensure that any employees or third parties who receive access to the Disclosing Party's Confidential Information are advised of the confidential and proprietary nature thereof and are prohibited from disclosing or using such Confidential Information other than for the benefit of the Receiving Party in accordance with this Agreement. Without limiting the foregoing, each Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care.

5.3. Section 5.2 does not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of the Receiving Party publicly known or available; (ii) is now, or subsequently becomes, available to the Receiving Party on a non-confidential basis, provided that the source of such information was not known by the Receiving Party (after such inquiry as would be reasonable under the circumstances) to be the subject of a confidentiality agreement or any other legal or contractual obligation of confidentiality with respect to such information; or (iii) is required to be disclosed by law or court order, provided that the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost.

6. Warranties, Indemnification and Limitation of Liability.

6.1. Warranties. The parties to this Agreement represent and warrant as follows:

6.1.1. Each party warrants that (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder, (b) its execution of this Agreement and performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound, and (c) it shall comply, in its performance under and related to this Agreement, with all applicable laws, rules and regulations (including, without limitation, Privacy Laws and Policies as defined in in Section 7).

6.1.2. GGS represents and warrants that all Customer Data shall be used by GGS solely to provide the Service and shall not be disclosed to any third party. However, GGS shall be permitted to use general data (not including personally identifiable information) regarding the Service and the performance thereof for its own internal purposes and for marketing the Service to other customers. GGS shall not violate the privacy rights of any User or other third party.

6.2. GGS Indemnification. GGS hereby agrees to indemnify and hold harmless Customer from and against any and all claims, actions, liabilities, costs and demands including reasonable attorneys' fees arising out of any third party claims that the Service infringes any patent, trademark, copyright, trade secret or other Intellectual Property right of such third party, except to the extent such claim is based on an allegation that Customer Intellectual Property so infringes or if Customer or Users have used the Service in violation of this Agreement. Customer agrees that GGS shall have the obligations in Section 6.2 only if Customer provides GGS with: (a) prompt written notification of the claim or action; (b) sole control and authority over the defense or settlement thereof; provided GGS does not make any claim that would adversely affect the rights of Customer with respect to such claim; and (c) all available information, assistance and authority to settle and/or defend any such claim or action.

6.3. Customer Indemnification. Customer hereby agrees to indemnify and hold harmless GGS from and against any and all claims, actions, liabilities, costs and demands including reasonable attorneys' fees arising out of (i) any violation, or allegation of violation, of state or federal laws or regulations by Customer, including the Telephone Consumer

Protection Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act and laws governing deceptive trade practices, marketing or advertising; (ii) invasion of any privacy rights by Customer; (iii) any breach of Customer's representations or warranties or covenants set forth in this Agreement, or (iv) any third party claims that any Customer Intellectual Property infringes any patent, trademark, copyright, trade secret or other intellectual property right of such third party, or otherwise violates any laws, regulations or rules. GGS agrees that Customer shall have the obligation in Section 6.3 only if GGS provides Customer with: (a) prompt written notification of the claim or action; (b) sole control and authority over the defense or settlement thereof; provided Customer does not make any claim that would adversely affect the rights of GGS with respect to such claim; and (c) all available information, assistance and authority to settle and/or defend any such claim or action.

6.4. Third Party Access. The parties agree that in the event the Customer Data stored or communicated through the Service is accessed by a third party through illegal or illicit means, including situations where such Customer Data is accessed through the exploitation of security gaps, weaknesses or system flaws (whether known or unknown to either party or its suppliers at the time) which may exist, the party aware of such access shall notify the other party immediately in writing of such access. After such notice, the parties shall work together to terminate such access and to notify each affected party, including the public authorities and to pursue such actions as are commercially reasonable.

6.5. WARRANTY DISCLAIMER. THE SERVICE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS PROVIDED THROUGH THE SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GGS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, PLAYABILITY, DISPLAYABILITY, ACCURACY, PRECISION, CORRECTNESS, THOROUGHNESS, COMPLETENESS OR, USEFULNESS, OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS PROVIDED THROUGH THE SERVICE. FURTHER, GGS MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM GGS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GGS SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CUSTOMER'S EQUIPMENT ON ACCOUNT OF CUSTOMER'S ACCESS TO, USE OF, OR BROWSING IN THE SERVICE OR CUSTOMER'S DOWNLOADING OF ANY CONTENT OF ANY KIND FROM THE SERVICE. IN ADDITION, GGS RESERVES THE RIGHT TO CHANGE OR MAKE CORRECTIONS TO ANY OF THE INFORMATION PROVIDED ON THE SERVICE AT ANY TIME AND WITHOUT ANY PRIOR WARNING. GGS NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT ON THE SERVICE, NOR FOR ANY OFFENSIVE, DEFAMATORY, OBSCENE, INDECENT, UNLAWFUL OR INFRINGING POSTING MADE THEREON BY ANYONE OTHER THAN A GGS AUTHORIZED REPRESENTATIVE WHILE ACTING IN THEIR OFFICIAL CAPACITIES. IT IS CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SERVICE.

6.6. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICE NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SERVICE OR WORK PRODUCT. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO USE OF THE SERVICE SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO GGS DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN GGS AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO GGS. HOWEVER, THE FOREGOING LIMITATIONS DO NOT APPLY TO LOSSES, CLAIMS OR DAMAGES ARISING AS A RESULT OF CUSTOMER'S INFRINGEMENT OF GGS'S INTELLECTUAL PROPERTY RIGHTS, EITHER PARTY'S BREACH OF ITS PRIVACY, SECURITY OR CONFIDENTIALITY OBLIGATIONS, EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF APPLICABLE LAW, OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

7. Privacy and Security.

7.1. For purposes of this Agreement, "Privacy Laws and Policies" means: (i) all privacy, security, data protection, direct marketing, consumer protection (including, without limitation, the Children's Online Privacy Protection Act of 1998 ("COPPA")) and workplace privacy laws, rules and regulations of any applicable jurisdiction (including, without limitation, the U.S. and each state of the U.S.), and all then-current industry standards, guidelines and practices with respect to privacy, security, data protection, direct marketing, consumer protection and workplace privacy, including the collection, processing, storage, protection and disclosure of Personal Information (as defined below); and (ii) the applicable data security and privacy policies of GGS and Customer. For purposes of this Agreement, "Personal Information" means any personally identifiable information and other potentially sensitive information including, but not limited to, an individual's name, credit card, debit card or other payment instrument information, address, email address, phone number or other contact information, and other information regarding such individual that can be used on its own or with other information to identify, contact, or locate a single individual, or to identify an individual in context.

7.2. The Service includes certain features that allow Users to independently create custom fields for collection of any information, including Personal Information. Customer shall collect all Personal Information in accordance with all Privacy Laws and Policies and shall ensure that Users use the Service in accordance with all Privacy Laws and Policies. Without limiting the generality of the foregoing, Customer shall be responsible for setting and enforcing User policies with respect to the use of the Service for the collection of Personal Information and shall, at a minimum, restrict Users from collecting (i) any financial information (including, without limitation, credit card numbers) through custom fields created by any User and (ii) any Personal Information from children under 13 years of age through the Service, whether through standard fields or custom fields.

7.3. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for GGS to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by GGS. GGS shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by GGS to perform services related to Customer Data maintenance and backup).

7.4. This Section 7.4 applies only to Customers that provide Customer Data that includes Personal Data (as defined below) of individuals in European Economic Area or the United Kingdom. "Personal Data" has the meaning defined in Regulation (EU) 2016/679 (also known as the General Data Protection Regulation) or the Data Protection Act of 2018 (such laws are collectively referred to as the "GDPR"). Where GDPR applies (i) Customer acknowledges and agrees that Customer is the "controller" of the Personal Data and GGS is the "processor" of the Personal Data under this Agreement (as those terms are defined in the GDPR), (ii) Customer shall comply with its obligations as a controller under applicable law, (iii) Customer and GGS agree to comply with the Data Processing Agreement available at <https://bit.ly/golfgenius-dpa>, and (iv) in the event the Personal Data processed by GGS is transferred from any EU member country or the United Kingdom to the United States, Customer and GGS agree to comply with the Standard Contractual Clauses available at <https://bit.ly/golfgenius-scc>.

8. Third Party Providers.

8.1. Customer acknowledges that the Service may enable or assist it and Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that Customer and Users do so solely at their own risk. GGS makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer or Users, with any such third party. Any contract entered into and any transaction completed via any third-party website is between Customer and/or the relevant Users and the relevant third party, and not GGS. GGS recommends that Customer and Users refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. GGS does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Service.

9. General

9.1. Notices. All notices, demands or consents permitted under this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail to the respective parties at the addresses set forth above and on the signature page of this Agreement or at such other address as shall be given by either party to the other in writing pursuant hereto.

9.2. Waiver. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power, or remedy.

9.3. Assignment. Neither GGS nor Customer may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written consent of the other party, except that GGS may assign this Agreement to any affiliate of GGS and to a successor to its business (whether by purchase or otherwise). Any assignment in violation of this Agreement shall be null and void.

9.4. Force Majeure. Neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, interruptions in telecommunications or Internet system or network provider system, failure of third party equipment and/or software, or any other occurrences which are beyond such party's reasonable control.

9.5. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9.6. Arbitration. All disputes, controversies, or differences arising out of or relating to this Agreement or the breach thereof which cannot be settled by mutual accord, shall be settled by arbitration, conducted in Philadelphia, Pennsylvania, in accordance with the rules of the American Arbitration Association. Notice of a desire to arbitrate any such dispute, controversy, or difference shall be deemed sufficient if mailed, prepaid by registered mail, return receipt requested, to the party at its last known address. The award of such arbitration shall be final and binding upon both parties hereto. The arbitrator shall award the substantially prevailing party its attorneys' fees and the costs of the arbitration.

9.7. Relationship of the Parties. It is expressly agreed that no agency, joint venture, partnership, or any employment relationship is created by this Agreement. The parties are in all respects independent contractors.

9.8. Publicity. Customer agrees to allow its name and other trademarks and service marks owned by Customer to be used in press releases, marketing and sales materials and user literature, including on the Service.

9.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

10. Operation 36

10.1 This Section 10 applies to Customers that purchase an Operation 36 Standard Annual Program License Subscription. Use of Operation 36 in association with such subscription is governed by and subject to the [OPERATION 36 TERMS OF USE](#) and [OPERATION 36 PRIVACY POLICY](#), as well as special terms and provisions for professional golf instructors and facility managers contained in the [OPERATION 36 GOLF PROFESSIONALS END USER LICENSE AGREEMENT](#).

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative.

Golf Genius Software, Inc.



By: _____
PleaseSign Electronic Signature

Name: Lou Lombardo

Title: Vice President of Finance

Date: 15 February 2024 _____

Customer (authorized signer):



By (Signature): _____
ASBDS29CCEAC68F2

Name: Andrew Ogata

Title: Head Golf Professional _____

Date: 16 February 2024 _____

Main Customer Contact:

Name: Andrew Ogata _____

Email: Aogata@wheatonparks.org _____

Phone: 630-510-5062 _____

Billing Contact:

Name: Martha Hernandez _____

Email: mhernandez@wheatonparks.org _____

Phone: 630-510-5054 _____

GGG Subscription Order

This Subscription Order ("Subscription Order") is considered part of and is incorporated by reference into the Software Service Agreement by and between Golf Genius Software, Inc. ("GGG") and the Customer ("Agreement"). If any conflict exists between this Subscription Order and the Agreement, the Agreement shall govern. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

GGG Customer ID: # NA (fill in for existing TM Customers only)

All amounts below are expressed in USD.

Service and Scope of Use: [] TM Club - \$1,200 [] TM Premium - \$3,700
[] Coach360 - \$2,300 [] Operation 36 - \$2,900
[] Golf Shop - \$2,300

Service Locations: Arrowhead Golf Club

Scope of Use is limited to the Customer's own Golf Operations that are directly associated with the Service Locations listed here

Annual Subscription Fee: \$ 1,200

TM Loyalty Discount: \$ _____

GG Suite Bundle Discount: \$ _____

_____ \$ _____

Subtotal (before one-time discounts) \$ 1,200

_____ \$ _____

Prorated Credit: \$ _____

Prorated Credit: \$ _____

Setup Fee: \$ 200

Total First term subscription cost: \$ 1,400

*Price above does not include sales tax. Sales tax will be added to all invoices where applicable

Additional Notes:

Service Initial Term: Start Date 15 February 2024 End Date February 28, 2025

** Golf Genius Software Inc. may increase prices ("Fee") in subsequent renewals and will provide notice via email or the Golf Genius Platform in advance

Payment Plan (Frequency): ANNUAL

Payment Terms: Net 30

* Invoicing will start 12 months prior to the initial term End Date with payment due according to payment terms.

** Customers with existing product subscriptions will continue to be billed for those services until new Invoice billing date is in effect.

Payment Method Options: The fees for Services plus the one-time setup fee can be paid via invoice or credit card.

Please indicate in the checkbox below the payment method selected:

– Invoice

– Credit Card

Golf Genius Software, Inc.


By:  _____
PleaseSign Electronic Signature

Name: Lou Lombardo

Title: Vice President of Finance

Date: 15 February 2024 _____

Customer (authorized signer):

By (Signature):  _____
ASBD529CCEAC68F2

Name: Andrew Ogata _____

Title: Head Golf Professional _____

Date: 16 February 2024 _____