



GolfNow Answers Addendum

GolfNow Answers Reservation Center Services Addendum

In addition to the Standard Terms and Conditions, you hereby acknowledge and agree that your use of the GolfNow Answers Reservation Center Services shall be governed by the following terms and conditions as set forth below. In the event of a conflict between the terms of this GolfNow Answers Reservation Center Services Addendum and the Standard Terms and Conditions, this GolfNow Answers Reservation Center Services Addendum shall control.

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

A. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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



Order Form

This Order Form, together with the Standard Terms and Conditions attached hereto and incorporated herein by reference, shall constitute a binding legal agreement (this "Agreement"), between GolfNow, LLC ("GolfNow") and Wheaton Park District ("Course" – Legal Entity Name) (individually, a "Party" and collectively, the "Parties"), and is made and entered into as of the last date of the last signature written below (the "Effective Date"), and shall govern GolfNow's provision of software, marketing, and/or technology services for Course's golf courses listed below.

GolfNow: GolfNow, LLC 7580 Golf Channel Drive Orlando, FL 32819		Course (Legal Entity Name): Wheaton Park District Course (Legal Entity Address): 102 E. Wesley St., Wheaton, IL 60187	
		Course's Golf Courses: Arrowhead Golf Club	
Prepared By:	Erik Ciotti	Course Contact Name:	Bruce Stoller
Phone:	224-339-4547	Course Contact Phone:	630-653-5800
Email:	erik.ciotti@golfchannel.com	Course Email:	bstoller@wheatonparks.org

TERM AND RENEWALS: The Initial Term of this Agreement shall be Three (3) Years from the Effective Date and shall be non-cancellable except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

DISTRIBUTION		PAYMENT
GolfNow Marketplace		See Specific Payment Terms Below
GolfNow Booking Engine		
GolfNow Mail		
Facebook Booking Engine		
PREMIUM OFFERINGS		PAYMENT
GolfNow Premium Marketing Platform		See Specific Payment Terms Below
TeeTimes.com		
[SELECT SERVICE]		
TECHNOLOGY		PAYMENT
GolfNow Reservations		See Specific Payment Terms Below
SERVICES	SERVICE OPTIONS	PAYMENT
GolfNow Answers	Staff-on-Demand / After-Hours Bundle	See Specific Payment Terms Below
[SELECT SERVICE]	N/A	
HARDWARE	QUANTITY	PAYMENT
POS Computer	1	Included
22 inch POS Computer Monitor	1	Included
[SELECT ITEM]	[Quantity]	N/A
ONLINE MARKETING		ACKNOWLEDGED
Does Course agree to grant GolfNow permission to purchase keywords in search engine marketing that include Course's name, or any other trade name, trademark or other intellectual property belonging to Course?		YES

TOTAL PAYMENT(s): See Specific Payment Terms Below

Specific Payment Terms:

- In consideration for GolfNow providing the Distribution, Premium Offerings, Technology and Services listed above to Course, Course shall provide GolfNow with two (2) eighteen-hole (18-hole) Trade Times per day, per golf course, and three (3) nine-hole (9-hole) Trade Times per day, per golf course; and
- GolfNow shall pay Course a one-time hardware allotment in the amount of One Thousand Five Hundred Dollars (\$1,500.00) (the "Hardware Allotment"), upon the completion of the "GolfNow Reservations" Technology installation. The Hardware Allotment may be used in Course's discretion.

GolfNow agrees to share with Course fifty percent (50%) of the net trade revenue collected on all Trade Times November 1 - March 31. GolfNow shall pay Course monthly for the previous month. Sales tax will not be included in the payment and shall be paid in full by GolfNow.

Trade Time Pricing: During the Term of this Agreement, GolfNow shall not price Trade Times at a discount of more than thirty-five percent (35%) lower than Course's prevailing publicly posting rate. For the avoidance of doubt, promotions and marketing initiatives conducted by GolfNow (including GolfNow promotional codes) shall be separate from and excluded from these Trade Time Pricing guidelines.

Trade Time(s): A single 'Trade Time' is defined as four (4) individual 18-hole rounds (with cart) per day or one hundred twenty (120) individual 18-hole rounds (with cart) per month made available for sale by GolfNow for its own benefit. (By way of example, if Course's total payment to GolfNow is two (2) Trade Times, Course shall provide GolfNow with eight (8) individual 18-hole rounds (with or without cart, as applicable) per day or two hundred forty (240) individual 18-hole rounds (with or without cart, as applicable) per month). The tee times of such rounds shall be mutually agreed upon within the time period beginning thirty (30) minutes after Course opening and ending four and one half (4.5) hours prior to dusk. If necessary, GolfNow shall have the ability to sell Trade Times in quantities of greater than four (4) rounds per day in order to meet the one hundred twenty (120) round monthly total. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow, but in no event shall GolfNow price Trade Times at a discount of more than thirty-five percent (35%) lower than Course's prevailing publicly posted rate. Trade Times shall be available for purchase on Course website, golfnow.com and GolfNow's network of partner websites.

Agreed to and Accepted

Course Signature:  **Printed Name:** Mike Benard **Date:** 3/6/2017



Order Form

GolfNow Signature:

DocuSigned by:
Jerramy Hainline
C37B84E3DCE4B8

Printed Name:

Jerramy Hainline

Date:

3/8/2017



Standard Terms and Conditions

"GolfNow" shall mean GolfNow, LLC and GolfNow G1, LLC collectively. Course shall mean the legal entity listed as "Course" on the included Order Form. The Parties acknowledge and agree that except as otherwise provided herein, the Standard Terms and Conditions and any applicable Addendum shall be updated and amended from time to time by GolfNow in its sole discretion. Course's use of the Services and Software hereunder shall be subject at all times to the then current Standard Terms and Conditions and/or applicable Addendum. Should the Standard Terms and Conditions and/or applicable Addendum be amended, GolfNow shall provide Course with at least sixty (60) days' prior written notice of such change and Course shall have the option to terminate this Agreement within thirty (30) days of receipt of such notice.

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

2. **GolfNow Software.** GolfNow grants Course a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the "Software"). Course may use the Software for the purpose of managing and marketing Course's golf course properties and shall not sell, sublicense, lend, or otherwise transfer the Software to others. Neither Course, nor any third party working with or on behalf of Course, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing tee times through the Internet or any Internet site, without the express knowledge and written agreement of GolfNow. Course understands and acknowledges that all third party vendors must have a written agreement with GolfNow in order to create any interface with the Software. GolfNow warrants that all Software, and any parts or components thereof, provided to Course as a part of this Agreement will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. GolfNow agrees to indemnify, defend and hold Course harmless from and against any loss, cost, damage, liability, or expense (including reasonable attorney's fees and other litigation expenses) suffered or incurred by Course in connection with any such infringement claim by any third-party. GolfNow further warrants that if Course is enjoined from using any Software due to an actual or claimed infringement of any patent, trademark, copyright, or other property right or for any other reason, then at Course's option, GolfNow shall promptly either: (i) procure for Course, at GolfNow's expense, the right to continue using the Software; or (ii) replace or modify the Software, at GolfNow's expense, so that the Software becomes non-infringing.

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

4. **Fees and Pricing.** Course's payment to GolfNow shall be the "Total Payment" amount set forth on the Order Form attached hereto. Course shall have the option of selecting one of the 'Flexible Payment Options' outlined within Exhibit A. If Course elects to charge an online fee for rounds booked on its website, GolfNow shall retain One Dollar and Twenty-Four Cents per round (\$1.24/round), and remit the remainder to Course. If applicable, Course shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GolfNow network. GolfNow shall receive tee times and rates equal to or better than those offered by Course to any third party distribution service. Course acknowledges and agrees that Course's payment to GolfNow is a material element of this Agreement. In the event Course does not comply with the payment requirements or other terms of this Agreement, GolfNow may terminate this Agreement as further provided herein.

5. **Term and Termination.** The initial term of this Agreement, along with any applicable Renewal Term, shall be for the period of time as set forth on the attached Order Form (the "Term"), and shall be non-cancellable except as provided herein. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days' written notice of such breach. Upon termination of this Agreement, Course shall delete and return all Software (including all copies), and sign a statement certifying same.

6. **Support and Training.** GolfNow shall provide Course appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to Course during normal business hours through GolfNow's published phone numbers and email addresses.

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

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



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9. **Limited Warranties and Remedies.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to this Agreement. Course represents and warrants to GolfNow that any intellectual property provided to GolfNow by Course (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. Course agrees to indemnify GolfNow for any alleged or actual breach of this warranty. GolfNow will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GolfNow will use all reasonable means to fix any defect in the Software or Services that may arise. GolfNow will provide Course with training on how to use the Software and Services and provide support as needed by Course. GolfNow shall notify Course in advance of any Software or Service updates and will provide appropriate training and/or materials to Course concerning all updates. Course and its authorized users shall use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLF NOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GolfNow's entire liability and Course's exclusive remedy shall be the repair/replacement of the Software.

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

11. **Ownership of Property and Data.** All personally-identifiable customer information supplied to GolfNow by Course (e.g., through the GolfNow booking engine or through the Software) remains the sole property of Course, cannot be copied, sold or reused by GolfNow, and will be treated as confidential business information with at least the same degree of care as GolfNow's own confidential business information. All non-personally identifiable customer information supplied to GolfNow by Course (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GolfNow (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GolfNow's sole property, but may be shared with Course should the Parties agree and obtain end-user consent for such an arrangement. Course acknowledges and agrees that GolfNow's sharing of personally identifiable customer information shall at all times be governed by the terms of GolfNow's then current privacy policy and terms of use. The following shall remain the sole and exclusive property of GolfNow: (a) the GolfNow Software and Services (including any of GolfNow's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GolfNow under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

12. **Conflict of Interest.** GolfNow represents and certifies that, to the best of its knowledge: (1) no Course employee or agent is interested in the business of GolfNow or this Agreement; (2) as of the date of this Agreement, neither GolfNow nor any person employed or associated with GolfNow has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither GolfNow nor any person employed by or associated with GolfNow shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

13. **Dispute Resolution.** This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Illinois without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which shall be conducted in DuPage County, Illinois. The arbitrator shall have the power to award reasonable attorneys' fees and costs to the prevailing Party in any arbitration, and either Party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable Party.

14. **No Collusion.** GolfNow represents and certifies that: (1) GolfNow is not barred from contracting with a unit of state or local government as a result of: (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless GolfNow is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to Course prior to the execution of this Agreement; and (3) this Agreement is made by GolfNow without collusion with any other person, firm, or corporation. If at any time it shall be found that GolfNow has, in procuring this Agreement, colluded with any other person, firm, or corporation, then GolfNow shall be liable to Course for all loss or damage that Course may suffer, and this Agreement shall, at Course's option, be null and void.

15. **Sexual Harassment Policy.** GolfNow certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

16. **Non-Discrimination.** In all hiring or employment by GolfNow pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. GolfNow agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

17. **Freedom of Information Act.** GolfNow agrees to furnish all documentation related to this Agreement, and any documentation related to Course required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Course issues notice of such request to GolfNow. GolfNow agrees to defend, indemnify and hold harmless Course, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for Course to



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defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from GolfNow's actual or alleged violation of the FOIA, or GolfNow's failure to furnish all documentation related to a request, within five (5) days after Course issues notice of a request.

Furthermore, should GolfNow request that Course utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, GolfNow agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. GolfNow agrees to defend, indemnify and hold harmless Course, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by GolfNow's request to utilize a lawful exemption to Course.

18. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by Course of any right, privilege or defense available to Course under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

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

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

perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GolfNow itself was performing such obligations.

21. **Confidentiality.** This Agreement and its terms and conditions are confidential and shall not be disclosed by any Party without the prior written consent of the other Party, except: (a) to a Party's affiliates and its and their respective officers, directors, employees, representatives, agents and advisors; or (b) as required by applicable law, rule, regulation, judicial or governmental order, subpoena or other legal process, or at the request of any governmental or regulatory agency or authority having or asserting jurisdiction including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.). Each Party will cause its affiliates and their respective officers, directors, employees, representatives, agents and advisors to comply with the provisions of this Section 15.

22. **Miscellaneous.** This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between Course and GolfNow. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter, and not in reliance upon any representations or promises made by any Party, its attorneys, or its agents. The Parties hereby acknowledge and agree that GolfNow is an independent contractor and not an employee, agent, joint venturer or partner of Course or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. None of the Parties shall have any power to obligate or right to bind any other Party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices of either Party as required herein shall be sent to the addresses provided in the attached Order Form.



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EXHIBIT A – FLEXIBLE PAYMENT OPTIONS

BARTER

Standard

- GolfNow takes the risk of selling daily foursomes
- Time of foursome mutually agreed upon
- Price of foursome controlled by GolfNow
- Newly designed course booking engine included

Jointly Managed

- GolfNow and Course determine mutually agreeable price floor for daily foursome
- Monthly utilization for daily foursome is also mutually agreed upon
- Newly designed course booking engine required

Course Controlled

- GolfNow provides Course with tool to manage the sale of barter
- Course controls sale of all barter rounds (price and time) to achieve the equivalent of one foursome daily, X number of monthly playable days
- Monthly cash reconciliation required

LINEAR | COMMISSION

- GolfNow and Course determine mutually agreeable per round commission %
- Commission % prepaid at point-of-purchase by golfer; balance paid at check-in
- Rate parity required
- Inventory requirements also exist

CASH

- Calculated at value of one foursome daily, X daily APR, X number of monthly playable days
- Newly designed course booking engine included