

PACESETTER TECHNOLOGY, LLC
STANDARD LEGAL TERMS AND CONDITIONS

These STANDARD LEGAL TERMS AND CONDITIONS (these “**Terms**”) are entered into as of the Effective Date set forth in that certain Order Form entered into simultaneously herewith by and between Pacesetter Technology, LLC, a Florida limited liability company (“**Pacesetter**”), and Client (the “**Order Form**” and collectively with these Terms, the “**Agreement**”). The Agreement expressly incorporates the terms set forth in Pacesetter’s Privacy Statement and User Agreement (“**Privacy Statement**”). Any capitalized terms not defined herein shall have the meaning ascribed to such terms in the Order Form.

1. DEFINITIONS

1.1. “Application” means the Pacesetter-owned application or applications licensed to and used by Client and Users (as defined below) from time to time to streamline Client’s business and enhance each User’s experience with Client, among the other benefits set forth on Schedule A to the Order Form.

1.2. “Client” means the entity set forth on the Order Form procuring the use of the Application.

1.3. “Data” means data in electronic form provided to Pacesetter by Client or a User via the Application which may include, but not be limited to, the User’s name, cellular telephone number, location, email address, User’s golf statistics (including pace-of-play golf data, golf handicap and golf scores), food and beverage buying habits, name(s) of spouse and/or child(ren), profile photo and other preferences captured from time to time.

1.4. “Intellectual Property” means any and all now known or hereafter known tangible and intangible rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask-works; trademark, service mark, logo and trade name rights and similar rights; trade secret rights; patents, designs, algorithms, and other industrial property rights; know-how, discoveries, inventions, writings, conceptions, knowledge, plans, programs and tangible expressions of ideas; and all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including databases, data compilations, logos, “rental” rights and right to remuneration), whether arising by operation of law, contract, license or otherwise; and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof, now or hereafter in force (including any rights in any of the foregoing).

1.5. “Internal Use” means Client’s and Users’ use of the Application, specifically in connection with services offered by Client to Users.

1.6. “Representatives” means a party’s officers, managers, directors, owners, employees, consultants, affiliates and agents.

1.7. “Services” means the provision by Pacesetter of the Application requiring computing resources, communications, a subscription (pursuant to the Order Form) to use the Data and analytics related thereto which have been captured by Pacesetter related to Client and Users, as well any other related services defined in the Agreement.

1.8. “Users” means Client’s customers, members and guests who have engaged Client to provide services and Client’s employees who use the Application.

2. APPLICATION AND DATA

2.1. Grant of License. Pacesetter herein grants Client a nonexclusive, nontransferable, non-sublicensable, limited license (“**License**”) to use the Application and Services only in accordance with and subject to the Agreement. This License shall continue until the expiration or termination of the Agreement as set forth in Section 3. Pacesetter shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Application any suggestions, enhancement requests, recommendations or other feedback provided by Client and/or Users, relating to the operation of the Application.

2.2. Intellectual Property. Client acknowledges and agrees that Pacesetter shall retain all right, title and interest in and to all Intellectual Property (including all goodwill attached thereto or which shall become attached thereto)

related to, in connection with, or deriving from the Data, Application and Services. All use of Pacesetter's Intellectual Property and the goodwill generated thereby shall inure to the benefit of Pacesetter. The Agreement does not transfer any ownership rights of the Intellectual Property to Client, Users or any third party. Except for the use by Users as permitted herein, Client may not use, copy or distribute the Intellectual Property without Pacesetter's prior written consent in each instance, which may be withheld in Pacesetter's sole and absolute discretion. Any consent granted by Pacesetter for use of the Intellectual Property is temporary, may be withdrawn upon written notice to Client, and shall, unless otherwise specifically agreed in writing, be construed to apply only to use of the Intellectual Property in conjunction with the provisions of the Agreement. For the purpose of promoting products and services in conjunction with the Agreement, Client agrees to allow Pacesetter to use its name in any materials and publications, both physical and electronic. Client will not contest, challenge or make any claim adverse to Pacesetter's ownership of or the validity of the Intellectual Property, any future application for registration thereof, or any rights of Pacesetter therein. Client shall retain all copyright and trademark notices on any materials containing the Intellectual Property and shall take other steps, as reasonably requested by Pacesetter, to protect the Intellectual Property of Pacesetter used hereunder. Client shall promptly notify Pacesetter of any known infringement or unauthorized use of any of the Intellectual Property by others. Pacesetter shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use. Pacesetter shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by Pacesetter. Pacesetter shall have the right to select and utilize legal counsel of its own choosing to represent Pacesetter at its sole expense.

2.3. Use Restrictions. The License granted hereunder is for Client's non-commercial Internal Use only. Client shall not, and shall not permit others (including Users) to, directly or indirectly: (i) use the Application for any unlawful purpose or for purposes other than those set forth herein; (ii) attempt to download, copy, recreate, disassemble, modify, translate, reverse engineer or decompile the Application or otherwise attempt to discover any trade secret contained in any software provided hereunder; (iii) remove, alter or obscure any copyright or other proprietary notices contained in the Application; (iv) sell, rent, lease, license or sublicense or otherwise transfer Client's right to use the Application except as expressly set forth in the Agreement; (v) access or probe the Application via an automated tool, except as specifically consented to in advance in writing by Pacesetter; or (vi) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products, services or benefits obtained from the Application and/or Services, associated Pacesetter websites or Pacesetter, except as expressly provided herein. Without limiting the foregoing, copying or reproducing the Application to any other server or location for further reproduction or redistribution is expressly prohibited.

3. TERMINATION

3.1 Order Form. The Agreement shall remain in effect during the Term set forth in the Order Form and shall expire as set forth in the Order Form or earlier terminate as set forth herein. Upon the expiration or earlier termination of the Agreement, the Privacy Statement shall simultaneously terminate therewith and shall no longer apply to Client or Users (except for terms set forth herein and in the Privacy Statement that expressly survive termination).

3.2 Monetary Default. In the event Client shall default in the payment of any undisputed amounts invoiced but unpaid by Client when due pursuant to the terms of the Order Form, and/or disputed amounts which have been resolved to be paid but which remain unpaid within five (5) days after the resolution of the dispute due by it hereunder, then Pacesetter may, in its discretion, suspend access to the Application and/or Services or terminate the Agreement. Termination shall not relieve Client from all monetary obligations including interest accrued up to the time Client pays all outstanding balances due to Pacesetter. Client shall reimburse Pacesetter for all reasonable, actual costs incurred by Pacesetter in collection of such delinquent amounts.

3.3 Non-Monetary Default. In the event Pacesetter or Client shall materially default in the performance of any of its duties in the Agreement, and if such party does not remedy the default within sixty (60) days after the receipt of written notice from the other party with reasonable particularity regarding the nature and extent of the purported breach, the non-defaulting party may terminate the Agreement. In addition, in the event Client, its Representatives or Users breach(es) any provision of the Agreement, Pacesetter reserves the right to immediately suspend, disable or terminate such party's or parties' access to or use of the Application and Services. Any suspension or termination as provided herein will not affect Client's obligations to Pacesetter herein (including, without limitation, ownership,

confidentiality, indemnification and limitation of liability).

3.4 Bankruptcy. In the event that either party files any petition for protection under any Federal or state bankruptcy code, or if an involuntary petition in bankruptcy is filed against either party and is not discharged in thirty (30) days, or if either party commits an act of bankruptcy, or if a receiver or trustee of either party's assets is appointed, or if there is any material default under any bank credit agreement, the other party may immediately terminate the Agreement by giving written notice of termination to that party. The other party shall be entitled to pursue any and all remedies available to it at law or in equity.

3.5 Effect of Termination. Upon termination of the Agreement, (i) Client's right to use the Application and Services contemplated hereunder (including all Data) shall end immediately; (ii) Client and Users shall immediately cease any use of Pacesetter's Intellectual Property; (iii) Client shall be responsible for payment of any and all unpaid fees and expenses that have previously accrued; and (iv) Client shall immediately return or destroy (as requested by Pacesetter) any Confidential Information (as defined in Section 4.1) of Pacesetter that Client has received prior to or during the Term, including any copies thereof, and if so required by Pacesetter, to certify in writing that it has returned or destroyed all parts of the Confidential Information. Pacesetter shall not be required to return any Data obtained from Client and/or Users upon termination. Client and Pacesetter further agree that Section 2.2 (Intellectual Property), Section 3 (Termination), Section 4 (Confidential Information), Section 5 (Responsibilities), Section 6 (Warranties), Section 7 (Indemnification), Section 9 (Waiver of Jury Trial) and Section 10 (Miscellaneous) herein, and any other provision of the Agreement that by its sense and context so requires, shall, upon termination of the Agreement, continue in full force and effect and shall be binding upon Client and Pacesetter following such termination.

4. CONFIDENTIAL INFORMATION

4.1. Confidential Information. Each party (in each case, a "**Recipient**") acknowledges that it may receive information concerning the business and affairs of the other party which constitutes confidential or proprietary data and trade secrets of the other party (in each case, an "**Owner**") in connection with the performance of the Agreement. The parties' respective "**Confidential Information**" shall include, without limitation, any information concerning the business (including all agreements entered into by Owner), properties, financial affairs, Intellectual Property, policies and procedures, organizational structure, prospective and current customers, marketing and advertising, information technology and processes, supplies and suppliers, vendor relationships, plans or operations of Owner, or any other information of any kind regarding Owner's business. Client's Confidential Information shall also include its member lists and members' contact information. Pacesetter's Confidential Information shall also include all information, software, programs, documentation, strategies, plans, pricing and other Intellectual Property concerning the Application and Services. The parties further acknowledge that the terms and conditions of the Agreement and the related negotiations between the parties with respect to the Agreement shall be treated as confidential pursuant to this Section. Notwithstanding anything to the contrary herein, neither party shall have any obligation (pursuant to the Agreement or otherwise) with respect to any Confidential Information which: (i) is already known to Recipient without any confidentiality undertaking (as evidenced by supporting documentation); (ii) is or becomes publicly known through no fault of Recipient; (iii) is approved for release in writing by Owner; (iv) is required to be disclosed by law or pursuant to the request of a court or governmental agency; provided, however, that Recipient shall provide Owner with at least ten (10) days' advance written notice of such legal requirement prior to disclosure and assist Owner as requested in obtaining a protective order for such Confidential Information or other similar relief; or (v) is rightfully received from a third person having no secrecy or confidentiality obligation to Owner. Each Recipient agrees to hold each Owner's Confidential Information in confidence, in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care), and to refrain from disclosing same to any third parties or to its own Representatives other than those who need to know same, and use same only as authorized hereunder; except that each party shall be permitted to disclose Confidential Information to its attorneys, accountants, and similar professionals for its own internal business purposes provided that such persons are subject to restrictions at least as strict as those set forth in this Section. Such restrictions shall remain in effect during the Term and for a period of three (3) years after termination of the Agreement for any reason; provided, however, that if any such Confidential Information is subject to government or other regulation or constitutes a trade secret (as defined in the Florida Trade Secrets Act), such restrictions shall remain in effect for so long beyond such period as such Confidential Information continues to qualify as so defined.

4.2. Anonymous Information. Both parties acknowledge that the Application is able to generate certain

statistical data that does not directly identify Client or Users ("**Anonymous Information**"). Client acknowledges that Pacesetter reserves the right (i) to aggregate the Data received hereunder to enhance the Users' experience and (ii) to use Anonymous Information individually or aggregated with other anonymous information for Pacesetter's benefit, and Pacesetter shall own and may share, license or otherwise derive financial benefit from said Anonymous Information. Notwithstanding the foregoing, Pacesetter agrees not to market or sell such Anonymous Information or any Data collected hereunder to any companies specifically engaged in mass-marketing campaigns.

4.3. Specific Performance. Pacesetter and Client acknowledge that Owner's Confidential Information constitutes valuable assets of such Owner and that, upon termination of the Agreement, any use by Recipient of Owner's Confidential Information shall constitute a substantial, immediate and irreparable harm to Owner for which the recovery of damages alone would be an inadequate remedy. Pacesetter and Client further acknowledges that its failure to immediately cease all use of Owner's Confidential Information as provided hereinabove shall entitle Owner to injunctive relief, both preliminary and permanent, upon the posting of bond in the amount of \$1,000.00; provided, however, that nothing herein contained shall be construed as prohibiting Owner from pursuing any other remedies available to it for any such breach, including, but not limited to, the recovery of damages from Recipient.

5. RESPONSIBILITIES

5.1. Standard of Service. Pacesetter agrees that the Application and Services provided to Client and Users hereunder: (i) shall be performed in a professional and workmanlike manner and in accordance with prevailing reasonable commercial standards applicable thereto and (ii) will function substantially in accordance with any specifications set forth in the Order Form. In the event the Services do not materially conform to the specifications set forth on such Scope of Work, Client may require Pacesetter, at Pacesetter's expense, to re-perform such non-conforming Services.

5.2. Delay or Error. Pacesetter and Client acknowledge that any delay or error by either party shall excuse performance by the other party under the Agreement to the extent performance has been prevented or delayed by each such delay(s) or error(s).

5.3. Force Majeure. Pacesetter and Client shall not be responsible for delays and failures in performance resulting from acts beyond their reasonable control, such as acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, quarantine restrictions, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

5.4. Links to Third-Party Sites. The Application may contain links, or otherwise allow Client or Users to connect, to third-party websites for the performance of services by third-party vendors (i.e., booking tee times, booking hotels, etc.) ("**Third-Party Sites**"). Pacesetter shall not be responsible to Client or Users for acts or omissions of said Third-Party Sites after Client or Users leave the Application. The use of such Third-Party Sites by Client and/or Users is governed solely by the terms and conditions contained therein, and Pacesetter does not endorse, is not associated with, is not responsible for and makes no representations as to such Third-Party Sites, their content or operations, the manner in which such third parties handle Data, or any link contained in such Third-Party Sites, or any changes or updates to such sites. Pacesetter is not responsible for any other form of transmission received from any linked sites. Furthermore, Pacesetter is not liable for any damage or loss caused or alleged to be caused by or in connection with Client's and/or Users' access or use of any such Third-Party Sites, or their reliance on the privacy practices or other policies of such Third-Party Sites.

6. WARRANTIES

6.1. Right to Use. Pacesetter represents and warrants that the Application and Services were developed by Pacesetter for use by its clients and its clients' customers, and that Pacesetter has all the necessary right to license the use of the Application under the terms of the Agreement.

6.2. Third-Party Infringement. To the best of Pacesetter's knowledge, the Application does not infringe any United States registered trademark, copyright or patent, or otherwise misappropriate a trade secret of a third party (the "**Infringement Warranty**").

6.3. Corporate Power. Pacesetter and Client each has all requisite organizational power, authority and capacity to carry on its business as it is now being conducted, to execute and deliver the Order Form, and to perform all of its obligations under the Agreement and Privacy Statement. Neither Pacesetter nor Client believe, nor does it have any

cause or reason to believe, that it cannot perform each and every covenant contained in the Agreement and Privacy Statement.

6.4. Disclaimer of Warranties. Except for the specific warranties provided in this Section 6, Client agrees to accept the Application and Services, and any information obtained through or from Pacesetter (including, but not limited to, Confidential Information), “AS IS” AND “WHERE IS” and at Client’s own risk and the risk of Users. NEITHER PACESETTER NOR ITS REPRESENTATIVES MAKE(S) ANY FURTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION AND SERVICES RENDERED BY PACESETTER’S PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED, THAT THE APPLICATION AND SERVICES WILL BE BUG FREE OR ERROR FREE, THAT THE APPLICATION AND SERVICES WILL CONFORM TO THE SPECIFICATIONS PROVIDED IN ANY SCOPE OF WORK PROVIDED HEREUNDER, OR THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL MEET CLIENT’S OR USERS’ NEEDS. Client acknowledges that Pacesetter has no control over and takes no responsibility for viruses, worms, trojan horses, disabling devices or any similar programs or devices designed to harm Clients’ systems or Data if such programs are introduced to Users’ Data or systems by Client’s or a third party’s own actions, systems, computer-based or network infrastructure or the Internet. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT PACESETTER IS NOT PROVIDING HOSTING SERVICES FOR THE DATA COLLECTED HEREUNDER; THEREFORE, PACESETTER IS NOT RESPONSIBLE FOR ANY DATA RESIDING ON PACESETTER’S COMPUTER NETWORK, SYSTEMS OR HARDWARE, AND AS SUCH, IT IS CLIENT’S SOLE RESPONSIBILITY TO ENSURE THAT ITS PRIMARY MEANS OF BUSINESS AND ALL DATA ARE MAINTAINED AND BACKED UP. Client’s and Users’ access to and use of the Application and Services is at their own risk. Pacesetter makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of the Application and Services except as provided in this Section or as required by applicable law. NO OTHER ORAL OR WRITTEN INFORMATION PROVIDED BY PACESETTER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF ANY WARRANTY CREATED IN THIS SECTION. Client accepts all liability related to any personally identifiable information of Users, including local, state, federal and international obligations.

7. INDEMNIFICATION

7.1. Indemnification by Pacesetter. Pacesetter shall indemnify, defend and hold harmless Client from and against any and all causes of action, demands, claims, damages, losses, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) (“**Claims**”) incurred or suffered by Client in connection with or as a result of Pacesetter’s breach of the warranties provided by Pacesetter in Section 6; provided, however, that Client: (i) provides Pacesetter with written notice of any such Claim within five (5) days of Client’s receipt thereof, (ii) allows Pacesetter to assume the defense and/or settlement of same in its sole discretion, and (iii) provides reasonable assistance to Pacesetter upon request in resolving any such matters. In the case of a final award of damages in any such suit, Pacesetter will pay such award but shall not be responsible for any settlement made without its prior written consent. If Pacesetter is held to have infringed a third party’s copyright, trademark or patent registered or issued in the United States, Pacesetter shall, at its option: (a) modify the Application or Services, as applicable, in a manner to make it non-infringing; (b) replace the infringing Application or Services with a non-infringing application or related services; (c) attempt to obtain a license from the owner of the intellectual property that the Application and/or Services is held to infringe; or (d) if none of the preceding three (3) options is available, terminate the Agreement and Services and refund to Client all fees which have been prepaid by Client to Pacesetter beyond the effective date of such termination. If Client does not comply with the conditions set forth in this Section 7.1(i) – (iii) and such non-compliance materially prejudices Pacesetter’s ability to defend the Claim, then Pacesetter shall be relieved of any and all indemnification obligations. This Section states Pacesetter’s total responsibility and liability, and Client’s sole remedy, for any actual or alleged breach of the Infringement Warranty. Notwithstanding the foregoing, Pacesetter’s indemnification obligations herein shall not apply to, and Pacesetter assumes no liability and Client accepts such disclaimer for, third-party infringement Claims relating to: (1) the Application and/or Services being altered by anyone other than Pacesetter; (2) Client’s or a User’s combination, operation or use of the Application and/or Services with programs, data, methods or technology if the infringement would have been avoided without the other programs, data, methods or technology; or (3) improper use of the Application and/or Services by Client, its Representatives and/or Users if the infringement would have been avoided by another use.

7.2. Indemnification by Client. Client shall indemnify and defend Pacesetter and its Representatives from and against any and all Claims incurred or suffered by Pacesetter in connection with or as a result of: (i) any violation of

the Agreement or Privacy Statement by Client, Users and/or Client's Representatives; (ii) a third party alleging that use of the Application and/or Services by Client, Users and/or Client's Representatives has harmed such third party; (iii) errors in information or content provided by Client to Users through the Application and Services; (iv) decisions and/or actions made by Client based on Data received hereunder; and (v) the collection of personally identifiable information by Client from Users and any access to or in any way related to such information; provided, that Pacesetter (a) promptly gives written notice of the Claim to Client; (b) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle or defend any Claim unless it unconditionally releases Pacesetter of all liability); and (c) provides to Client, at Client's cost, all reasonable assistance.

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. PACESETTER'S OBLIGATION IN THE EVENT OF NEGLIGENCE OR ERROR BY PACESETTER IN THE PERFORMANCE OR NON-PERFORMANCE OF ITS DUTIES HEREUNDER SHALL BE LIMITED TO REPERFORMANCE OF SERVICES FOR CLIENT. CLIENT AGREES TO NOTIFY PACESETTER IN WRITING WITHIN TWO (2) BUSINESS DAYS OF ANY NEGLIGENCE OR ERROR.

8.2. Damages. IN NO EVENT WILL PACESETTER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR THIRD-PARTY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY BREACH OF THE INFRINGEMENT WARRANTY, ARISING OUT OF THE AGREEMENT OR THE USE OF ANY EQUIPMENT, THE APPLICATION, MATERIALS OR SERVICES PROVIDED UNDER THE AGREEMENT EVEN IF PACESETTER HAS BEEN ADVISED IN ADVANCE THAT SUCH DAMAGES MAY BE INCURRED.

9. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS OF THE AGREEMENT. NO PARTY SHALL SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE TERMS AND PROVISIONS HEREOF SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

10. MISCELLANEOUS

10.1. Governing Law; Venue. The Agreement shall be governed by the laws of the State of Florida without regard to the principle of the conflict of laws. Venue for any action commenced under the Agreement will be the appropriate state or federal court located in and around Duval County, Florida and each party consents to the venue and jurisdiction of the courts set forth above.

10.2. Entire Agreement; Amendments. The Agreement and Privacy Statement embody the entire understanding between Pacesetter and Client with respect to the subject matter herein and therein. All prior and contemporaneous correspondence, conversations and memoranda are merged in, replaced by and without effect thereon. All exhibits, schedules and addenda signed by both parties and referencing the Agreement and/or Privacy Statement are expressly incorporated herein and shall be understood to be a part hereof as though included in the body hereof. The Agreement, including all exhibits, schedules and addenda, may be modified from time to time by Pacesetter as provided in the Order Form.

10.3. Severability. If any court of competent jurisdiction finds or holds any provision of the Agreement to be void, invalid, illegal or otherwise unenforceable, in whole or in part, the remaining provisions of the Agreement shall remain in full force and effect.

10.4. No Waiver. The failure to insist upon strict compliance with any of the terms, covenants or conditions of the Agreement by either party shall not be deemed a waiver of such terms, covenants or conditions. No waiver or relinquishment of any right or power by either party under the Agreement at any time shall be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

10.5. Assignment. The Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party; provided, however, that Pacesetter may assign or

transfer the Agreement to a successor company in the event of a merger, consolidation, transfer or sale of all or substantially all of the assets or membership units of Pacesetter without providing prior notice to Client or obtaining Client’s consent. Without waiver of the foregoing provisions, all of the rights, obligations and liabilities of the parties hereto under the Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither the terms of the Agreement nor any performance hereunder shall be construed to create any rights in any person other than the parties hereto.

10.6. Compliance with Applicable Laws. Each party agrees that it shall comply with all applicable laws, ordinances, codes and regulations in the performance of its obligations or receipt of services pursuant to the Agreement, including, but not limited to, obtaining the necessary permits, licenses and certificates where required. If at any time during the Term hereof, a party is informed or information comes to its attention that it is or may be in violation of any law or regulation (or if it is so determined by any court, tribunal or other authority), that party shall immediately take all appropriate steps to remedy such violation and comply with such law or regulation, in all respects. Further, each Party shall: (i) establish and maintain all proper records (including, but not limited to, accounting records) required by any law, regulation or policy applicable to it from time to time; and (ii) cooperate to exchange information regarding any changes to legal or regulatory requirements applicable to the Agreement and regarding any judicial or administrative decree, order or ruling that might impact the Services governed by the Agreement.

10.7. Independent Contractor. Each party shall perform the responsibilities described in the Agreement as an independent contractor and unless stated explicitly, nothing contained herein shall be deemed to create any partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any of their affiliates or subsidiaries, or to provide either party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

10.8. Headings. The headings of the sections and subsections in the Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof, affect the meaning or interpretation of the Agreement or of any term or provision hereof.

10.9. Access Restriction. Pacesetter reserves the right, in its sole discretion, to disable, restrict or deny Client’s or Users’ access to the Application and Services (or any portion thereof), its systems and its website at any time in order to protect the integrity of its systems’ data or the Data or if Pacesetter believes the customer experience, Application, Services, Data or related systems are at risk from unauthorized users. Rights to access restrictions extend to Pacesetter’s partners or network service providers. Pacesetter will make reasonable attempts to notify Client prior to any impending access restrictions.

10.10. Notices. Any notices required or permitted under the Agreement shall be in writing and shall be deemed to have been duly given: (i) if delivered in person, when delivered; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties as set forth below (or to such other addresses as the parties may designate by notice to the other parties in accordance with this Section). Notwithstanding the foregoing, any notice of termination shall be sent pursuant to (ii) or (iv) herein.

To Client:	To the attention of the Client Authorized Representative at Client’s address indicated on the Order Form executed by the parties.
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To Pacesetter:	Pacesetter Technology, LLC
	525 North 3 rd Street, Suite 125
	Jacksonville Beach, FL 32250

	Attn: George Stavros, CEO
	Email: george@pacesettertechnology.com

PACESETTER TECHNOLOGY, LLC
PRIVACY STATEMENT AND USER AGREEMENT

This PRIVACY STATEMENT AND USER AGREEMENT (this “**Privacy Statement**”) of Pacesetter Technology, LLC, a Florida limited liability company (“**Pacesetter**”), shall govern your access to and use of the App, including all Data and the services provided through the App. Capitalized terms shall have the meaning ascribed to them herein.

1. Acknowledgement and Acceptance of Terms

By downloading, installing, accessing and/or using the App, you (the “**user**” or “**you**”) acknowledge that you understand and agree to be bound by the terms and conditions contained in this Privacy Statement, including those additional terms, conditions and policies referenced herein.

2. App, Data and Services

The “**App**” refers to the Pacesetter-owned application or applications (and related services) licensed to and used by you to enhance your experience at your applicable venue.

You may enable, upload, submit, make available or otherwise provide data in electronic format to Pacesetter via the App which may include, but not be limited to, your name, telephone number, location, email address, golf statistics (including pace-of-play golf data, golf handicap and golf scores), food and beverage buying habits, name(s) of your spouse and/or child(ren), profile photo and other preferences captured from time to time, as well as text, graphics, audio, images, messages, information or other data (collectively, “**Data**”). For users who are members of a club that subscribes to use Pacesetter’s App, member directory information is password protected and only made available to the membership. By enabling, uploading, posting, submitting or otherwise transmitting any Data through the App, you hereby grant to Pacesetter a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Data through or by means of the App. Notwithstanding the foregoing, in the event of transfer of your Data to a third party in accordance with this Privacy Statement, Pacesetter will only provide such Data in an anonymized format to such third party. Pacesetter does not claim any ownership rights in your personal information and nothing in this Privacy Statement will be deemed to restrict any rights that you may have to such Data.

3. License to Use App and Services; Use Restrictions

Subject to your compliance with this Privacy Statement, Pacesetter grants you a nonexclusive, nontransferable, non-sublicensable, limited single user license (“**License**”) to download and install one (1) copy of the App to your smartphone device or tablet, and to access and use the App, solely for your own personal, non-commercial use only in accordance with this Privacy Statement. This License shall continue until the expiration or termination of this Privacy Statement, as provided herein.

You shall not, and shall not permit any third party to, directly or indirectly: (a) copy, modify, reproduce, sell, transfer, publish, transmit, display, repost, license, sublicense, lease, lend, rent or otherwise distribute the App for any purpose; (b) attempt to download, copy, recreate, disassemble, modify, translate, decompile, reverse-engineer or otherwise convert any part of the App to source code or a human-perceivable form or otherwise attempt to discover any trade secret contained in any software provided hereunder; (c) perform, adapt, modify or create derivative works from, or transfer any information, software, products, services or benefits obtained from the App, or associated Pacesetter websites or Pacesetter; (d) make the functionality of the App available to multiple users through any means; (e) use the App in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Privacy Statement; (f) remove, alter, obscure or delete any markings or statements regarding the author of the App or any trademark, service mark, copyright notice or proprietary notice incorporated in or accompanying the App; (g) take any action that jeopardizes, limits or interferes with Pacesetter’s ownership and rights in the App; or (h) access or probe the App via an automated tool. Except as expressly provided herein, no part of the App and no Data may be copied, modified, reproduced, sold, republished, transmitted, displayed, reposted or otherwise distributed for any purpose.

Without limiting the foregoing, copying or reproducing the App to any other server or location for further reproduction or redistribution is expressly prohibited.

The App may prompt you to download or may automatically download and install updates from Pacesetter from time to time. These updates are designed to improve, enhance and further develop the App and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive and/or download such updates (and permit Pacesetter to deliver these to you with or without your knowledge) as part of your use of the App.

4. Account Setup

In order to access, use or receive the App, you may need to create an account ("**Account**") by providing Pacesetter with certain information, including, but not limited to, your name, email address and zip code. In creating an Account, you represent that you are of legal age (as determined by the state in which you reside) to form a binding contract. You are responsible for taking all steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to: (a) control the dissemination and use of your Account, and (b) promptly inform Pacesetter of any need to deactivate your Account.

5. Email Communications and Push Notifications

Upon download of the App, you will be provided the option to receive push notifications on your mobile device via email and/or text. This may include promotional communications, offers and system messages pushed to your mobile device ("**Push Notifications**"). You may, at any time following download of the App, opt out of receiving Push Notifications by adjusting the settings on your mobile device.

6. Ownership

The App is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in this Privacy Statement, Pacesetter exclusively owns all right, title and interest in and to all Intellectual Property (including all goodwill attached thereto or which shall become attached thereto) related to, in connection with, or deriving from the Data, the App and related services. All use of Pacesetter's Intellectual Property and the goodwill generated thereby shall inure to the benefit of Pacesetter. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the App or Services ("**Feedback**") will be the sole and exclusive property of Pacesetter and you hereby irrevocably assign to Pacesetter all of your right, title and interest in and to all Feedback. Pacesetter shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the App any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the App.

This Privacy Statement does not transfer any ownership rights of the Intellectual Property to you or any third party. Except for your use as permitted herein, you may not use, copy or distribute the Intellectual Property without Pacesetter's prior written consent in each instance, which may be withheld in Pacesetter's sole and absolute discretion. Any consent granted by Pacesetter for use of the Intellectual Property is temporary, may be withdrawn upon notice to you, and shall, unless otherwise specifically agreed in writing, be construed to apply only to use of the Intellectual Property in conjunction with the provisions herein. You will not contest, challenge or make any claim adverse to Pacesetter's ownership of or the validity of the Intellectual Property, any future application for registration thereof, or any rights of Pacesetter therein. You shall promptly notify Pacesetter of any known infringement or unauthorized use of any of the Intellectual Property by others. Pacesetter shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use. Pacesetter shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by Pacesetter. Pacesetter shall have the right to select and utilize legal counsel of its own choosing to represent Pacesetter at its sole expense. For purposes herein, "**Intellectual Property**" means any and all now known or hereafter known tangible and intangible rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask-works; trademark, service mark, logo and trade name rights and similar rights; trade secret rights; patents, designs, algorithms, and other industrial property rights; know-how, discoveries, inventions, writings, conceptions, knowledge, plans,

programs and tangible expressions of ideas; and all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including databases, data compilations, logos, “rental” rights and right to remuneration), whether arising by operation of law, contract, license or otherwise; and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof, now or hereafter in force (including any rights in any of the foregoing).

7. Links to Third-Party Sites; Third-Party Services

The App may contain links, or otherwise allow you to connect, to third-party websites (“**Third-Party Sites**”) for the performance of services by third-party vendors (i.e., booking tee times, booking hotels, placing food and beverage orders, etc.) (“**Third-Party Services**”). Pacesetter shall not be responsible to you for acts or omissions of said Third-Party Sites after you leave the App. The use of such Third-Party Services by you is governed solely by the terms and conditions contained in such Third-Party Sites, and Pacesetter does not endorse, is not associated with, is not responsible for and makes no representations as to such Third-Party Sites, their content, operations, products or services; the manner in which such third parties handle Data; or any link contained in such Third-Party Sites; or any changes or updates to such Third-Party Sites. Pacesetter is not responsible for any other form of transmission received from any linked sites. Furthermore, Pacesetter is not liable for any damage or loss caused or alleged to be caused by or in connection with your access or use of any such Third-Party Sites, or their reliance on the privacy practices or other policies of such Third-Party Sites. Furthermore, you acknowledge and agree that Pacesetter is not responsible and will have no liability to you for: (a) the availability or accuracy of such Third-Party Services; (b) the quality of food or beverages provided by any clubs or restaurants; (c) the delivery time or method of delivery of food or beverages; and/or (d) any functions provided by any such clubs or restaurants. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Third-Party Services. In addition, you are responsible for payment for any Third-Party Services, including, but not limited to, the purchase of food and/or beverages that you purchase through the App. Pacesetter does not store your credit card information, is not liable for any damages related to your purchase of Third-Party Services or provision of credit card information to a provider of Third-Party Services.

8. Access Restriction; Termination

Pacesetter reserves the right, in its sole discretion, to suspend, disable, restrict, or terminate your Account and your access to and use of the App (or any portion thereof), as well as its systems and its website or any Data, at any time with or without notice to you. Any suspension or termination will not affect your obligations to Pacesetter herein (including, without limitation, ownership, indemnification and limitation of liability). Pacesetter reserves the right, in its sole discretion, to disable, restrict or deny your access to the App and/or Services (or any portion thereof), its systems and its website at any time in order to protect the integrity of its systems’ data or the Data or if Pacesetter believes the customer experience, App, Data or related systems are at risk from unauthorized users. Rights to access restrictions extend to Pacesetter’s partners or network service providers.

Upon termination, (a) your right to use the App (including all Data) shall end immediately; and (b) you shall immediately cease any use of Pacesetter’s Intellectual Property. Pacesetter shall not be required to return any Data obtained from you upon termination. You acknowledge that Section 6 (Ownership), Section 7 (Links to Third-Party Sites; Third-Party Services), Section 8 (Access Restriction; Termination), Section 10 (Disclaimer of Warranties), Section 11 (Limitation of Liability), Section 12 (Indemnification by User) and Section 14 (Miscellaneous) herein, and any other provision of this Privacy Statement that by its sense and context so requires, shall, upon termination as contemplated herein, continue in full force and effect and shall be binding upon you following such termination.

9. Use of App at Your Own Risk

Your access to and use of the App is at your own risk. You acknowledge and agree that you are responsible for accessing and using the App at all times in a safe manner and when traffic conditions permit. Pacesetter disclaims any and all liability associated with your use of the App, as further detailed in Section 10 herein.

10. Disclaimer of Warranties

You agree to accept the App, and any information obtained through or from Pacesetter, "AS IS," "WHERE IS" AND AS AVAILABLE and at your own risk. NEITHER PACESETTER NOR ITS REPRESENTATIVES MAKE(S) ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APP, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FREEDOM FROM INTERRUPTION, VIRUSES OR OTHER DEFECT; ACCURACY (INCLUDING WARRANTIES THAT THE APP WILL BE BUG FREE OR ERROR FREE); COMPLETENESS; CURRENTNESS; NON-INFRINGEMENT; OR WARRANTIES THAT THE FUNCTIONS CONTAINED IN THE APP WILL MEET YOUR NEEDS. You acknowledge that Pacesetter has no control over and takes no responsibility for viruses, worms, trojan horses, disabling devices or any similar programs or devices designed to harm your mobile device or Data if such programs are introduced by a third party's own actions, systems, computer-based or network infrastructure or the Internet. YOU FURTHER ACKNOWLEDGE AND AGREE THAT PACESETTER IS NOT PROVIDING HOSTING SERVICES FOR THE DATA COLLECTED HEREUNDER; THEREFORE, PACESETTER IS NOT RESPONSIBLE FOR ANY DATA RESIDING ON PACESETTER'S COMPUTER NETWORK, SYSTEMS OR HARDWARE, AND AS SUCH, IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR DATA IS MAINTAINED AND BACKED UP. Pacesetter makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of the App except as provided herein or as required by applicable law. NO OTHER ORAL OR WRITTEN INFORMATION PROVIDED BY PACESETTER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF ANY WARRANTY CREATED IN THIS SECTION. Pacesetter disclaims all liability related to any of your personally identifiable information.

11. Limitation of Liability

YOUR SOLE REMEDY AGAINST PACESETTER FOR DISSATISFACTION WITH THE APP OR ANY DATA IS TO STOP USING THE APP OR ANY SUCH DATA. IN NO EVENT SHALL PACESETTER OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR THIRD-PARTY DAMAGES OF ANY KIND, RESULTING FROM THE USE OR INABILITY TO USE THE THIRD-PARTY SITES, THE APP, THE SERVICES, THE DATA, OR ANY EQUIPMENT OR MATERIALS PROVIDED HEREUNDER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PACESETTER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification by User

You agree to defend, indemnify, and hold Pacesetter, its officers, managers, owners, employees, consultants, affiliates, and agents, harmless from and against any and all causes of action, demands, claims, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable legal and accounting fees) incurred or suffered by Pacesetter in connection with or as a result of: (a) any violation of this Privacy Statement by you; (b) a third party alleging that your use of the App and/or Services has harmed such third party; and (c) errors in information or content provided by you through the App and/or Services.

13. User Submissions

If you make any submission to Pacesetter, you agree that you will not send or transmit any communication or content that: (a) is defamatory, indecent, harassing, or otherwise objectionable; (b) infringes or violates any rights of any party; or (c) contains a virus or corrupted data. All email and other correspondence that you submit to Pacesetter shall become its sole and exclusive property.

14. Miscellaneous

(a) **Notices.** Pacesetter may send you notice with respect to the App by sending an email message to the email address listed in your Account, by pushing a notification to the App or by posting on its website (<https://pacesettertechnology.com>). Any notices will be deemed delivered to you on the date of transmittal or posting, as applicable. Any notice to Pacesetter shall be sent to the following address:

	Pacesetter Technology, LLC
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To Pacesetter:	525 North 3 rd Street, Suite 125
	Jacksonville Beach, FL 32250
	Attn: George Stavros, CEO
	Email: george@pacesettertechnology.com

(b) Governing Law; International Use. This Privacy Statement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the principle of the conflict of laws. You agree to the personal jurisdiction by, and venue in, the state and federal courts located in and around Duval County, Florida, and waive any objection to such jurisdiction or venue. Although the App may be accessible worldwide, Pacesetter makes no representation that materials on the App are appropriate or available for use in locations outside the United States and accessing the App from territories where its use is illegal is strictly prohibited.

(c) Entire Agreement. This Privacy Statement represents the entire agreement between you and Pacesetter with respect to the subject matter herein and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter herein. Pacesetter reserves the right to amend this Privacy Statement from time to time without notice to you. Your continued use of the App shall constitute your agreement to be bound by any such amended Privacy Statement.

(d) Waiver. Any failure by Pacesetter to enforce strict compliance with, or exercise any provisions of, this Privacy Statement shall not constitute a waiver of that right or provision. Pacesetter's failure to act with respect to a breach by you or others does not waive its rights to act with respect to subsequent or similar breaches. No waiver by Pacesetter of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by Pacesetter.

(e) Legal and Accounting Fees. In any action by Pacesetter to enforce this Privacy Statement, Pacesetter shall be entitled to recover its costs associated with such action, including attorneys' fees, paralegals' fees, legal assistants' fees and accountants' fees, at both trial and appellate levels, from you.

(f) Severability. If any court of competent jurisdiction finds or holds any provision of this Privacy Statement to be void, invalid, illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Privacy Statement shall remain in full force and effect.

(g) Assignment. This Privacy Statement, including this Privacy Statement, may not be assigned or otherwise transferred by you, in whole or in part, without the prior written consent of Pacesetter. Without waiver of the foregoing provisions, this Privacy Statement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Privacy Statement nor any performance hereunder shall be construed to create any rights in any person other than the parties hereto.

(h) Compliance with Applicable Laws. You shall comply with all applicable laws, ordinances, codes and regulations in the performance of your obligations or use of the App hereunder. If at any time during the term hereof, you are informed or information comes to your attention that you are or may be in violation of any law or regulation (or if it is so determined by any court, tribunal or other authority), you shall immediately take all appropriate steps to remedy such violation and comply with such law or regulation, in all respects.

(i) Headings. The headings of the sections and subsections herein are inserted for convenience only and shall not be deemed to constitute a part hereof, affect the meaning or interpretation of this Privacy Statement or of any term or provision hereof.

(j) WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS HEREIN. NO PARTY SHALL SEEK TO CONSOLIDATE ANY

PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS HEREIN SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

(k) Independent Contractor. Each party shall perform the responsibilities described herein as an independent contractor and unless stated explicitly, nothing contained herein shall be deemed to create any partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any of their affiliates or subsidiaries, or to provide either party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.