

ONLINE SERVICES SUBSCRIPTION AGREEMENT

This ONLINE SERVICES SUBSCRIPTION AGREEMENT (hereinafter the “**Agreement**”) is entered into by and between GOLFZON America, Inc., with offices located at 3863 Centerview Dr., Suite 300, Chantilly, VA, 20151, United States (hereinafter the “**GOLFZON**”), and

_____ [name of
Owner] at _____
 [ADDRESS] (hereinafter the “**Owner**”) as of the last signature date below (hereinafter the “**Effective Date**”). GOLFZON and Owner shall together be referred herein as “**Parties**” and individually as a “**Party**.”

1. Purpose.

The purpose of this Agreement is to set forth the terms of use, payment, and other obligations between the Parties regarding the use and operation of Online Services (hereinafter defined) provided by GOLFZON for User. In consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

2. Definitions.

a. The definition of the words and phrases listed below shall have the meanings in this Agreement as follows:

- i. “**Affiliate**” means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party. For purposes of this definition, the term “control” means the power (or, as applicable, the possession or exercise of the power) to direct, or cause the direction of, the management, governance, or policies of a given entity, directly or indirectly, through any applicable means (whether through the legal, beneficial, or equitable ownership, of more than fifty percent (50%) of the aggregate of all voting or equity interests or securities of such entity, through partnership, or through some other form of ownership interest, by contract, or other applicable legal document, or otherwise).
- ii. “**Documentation**” means any materials provided or made available by GOLFZON, such as manuals, guidebooks, pamphlets, user guides, handbooks, or other documents relating to the Online Services and GOLFZON Equipment, including at <http://manual.golfzon.com/global/en/> as such is modified by GOLFZON from time to time.
- iii. “**Excused Outage**” means non-availability or temporary suspension of Online Services resulting from or related to emergency maintenance or services, regular maintenance, Force Majeure Events, upgrades, updates, enhancements, new version rollouts.
- iv. “**Force Majeure Event**” means any act of God, fire, riot, war, terrorism, epidemic, pandemic (including COVID-19 pandemic), quarantine, or similar cause not within a Party’s reasonable control and which could not be avoided through the exercise of reasonable care and diligence. The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of a Party’s obligations under this Agreement.
- v. “**GOLFZON Equipment**” means hardware, equipment (hardware with incorporated software), including projector(s), swing plate(s), camera(s), and other items that are part of and included with the package and the options purchased from GOLFZON by Owner pursuant to a purchase agreement with GOLFZON, including an applicable GOLFZON-provided Purchase Order (“**PO**”) (collectively, the “**Equipment Agreement**”).
- vi. “**GOLFZON IP**” means the Online Services, GOLFZON Equipment, Documentation, and any and all IP provided or made available to Owner or User in connection with this Agreement, or through the Online Services or Equipment Agreement.
- vii. “**Intellectual Property**” or “**IP**” means intellectual property or other proprietary rights of any nature including without limitation, patents, trade secrets, rights of reproduction, business processes, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how,

and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures, and advertising literature, including the “look and feel” of any websites, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions of any such rights.

viii. **“Online Services”** means the services provided online by GOLZON through connecting GOLZON Equipment and programs installed on-Site with GOLZON’s central system.

ix. **“Site(s)”** means the Owner’s location(s) where GOLZON provides Online Services under this Agreement and as designated in Schedule 1 (Sites).

x. **“Site Requirements”** means the minimum requirements to support the Online Services, as applicable.

xi. **“User”** means any individual who utilizes the Online Services at the applicable Site.

xii. **“User Data”** means information and data in any form that is submitted or otherwise transmitted by or on behalf of Owner or User through the Online Services, as well as Owner information required or provided to GOLZON.

b. Any capitalized terms used in this Agreement that are not defined in Section 2.a. (Definitions) shall be as defined within the Agreement.

c. Schedules. The following schedules (**“Schedules”**) are attached to this Agreement and incorporated herein by this reference:

Schedule 1: Site(s)

Schedule 2: Pricing [and Online Payment Terms]

Schedule 3: Site Requirements

Online Services Requirements

Schedule 4: CCPA Obligations

3. Term.

a. This Agreement shall begin on the Effective Date and shall continue for consecutive one (1) month terms, unless terminated earlier as permitted under this Agreement (the **“Term”**).

4. Access and Use.

a. Online Services – Access Rights. Subject to compliance with the terms of this Agreement and payment of all Fees, GOLZON hereby grants Owner a non-exclusive, non-transferable right to access and use the Online Services at the Site(s) as specified on Schedule 1 during the Term, solely for use by the User(s).

b. Documentation – License to Use. Subject to the terms of the Agreement, GOLZON hereby grants to Owner a non-exclusive, non-sublicensable, non-transferable license to use the Documentation in connection with the authorized use of the Online Services during the Term.

c. GOLZON Equipment. Owner shall use only GOLZON Equipment in connection with Online Services.

d. Prohibitions. Neither Owner nor Users are permitted to:

i. Use Online Services, Documentation, or GOLZON Equipment, in breach of the rights granted or limitations set forth in Section 4 (Access and Use) herein;

ii. Reverse engineer, decompile, disassemble, decode, or otherwise attempt to gain access to the software code underlying the Online Services;

iii. Rent, lease, sell, sublicense, assign, publish, distribute, transfer, or otherwise make available the Online Services, Documentation, or GOLZON Equipment to any third party without the prior written consent of GOLZON;

iv. Use the Online services, Documentation, or GOLFZON Equipment for any purpose that violates applicable law or regulation, or in a manner that infringes, misappropriates, or violates Intellectual Property rights of GOLFZON or any third party; or

v. Create derivative works of, copy, or modify the Online Service or Documentation.

e. GOLFZON will use commercially reasonable efforts to make the Online Services available, subject to Excused Outages, from 8:00 am Eastern Time to 5:00 am Eastern Time.

f. GOLFZON may add, delete or change features, functionality, or enhancements, or other such offerings to the Online Services at no charge or for an additional fee, in GOLFZON's discretion (collectively, the "**New Offerings**," and individually, a "**New Offering**"). New Offerings for which there is an additional fee may be purchased by Owner at GOLFZON's then current pricing.

5. Maintenance and Support; Fees; Payment Terms. All payments under this Agreement are stated in U.S. Dollars (\$US) and shall be made in U.S. Dollars (\$US).

a. Subscription Fee:

The Subscription Fee as set forth in Schedule 2 (Pricing) shall be due by the Commencement Date and the same day and month thereafter. Owner shall authorize automatic payment for the Subscription Fee payment in accordance with the rules and procedure of the payment method selected by GOLFZON.

b. Owner shall be entitled to unlimited golf rounding for all golf courses provided by GOLFZON; provided, however, that GOLFZON may change or remove temporarily or permanently, any particular course with seven (7) days' prior notice. GOLFZON shall use commercially reasonable efforts to provide reasonable prior notice to Owner regarding GOLFZON's action as described in this section, unless it is unable to do so, including if GOLFZON is responding to an emergency, compliance with laws, regulations, or legal or government order, information security incident, or an unauthorized use, modification, destruction, or disclosure of, or access to confidential information within Owner's possession or control.

c. Taxes. All fees payable by Owner are exclusive of taxes, and Owner is responsible for all sales, use, and other similar taxes, duties, and assessments of any kind assessed by federal, state, and local governmental or regulatory authority as to the Online Services. For the avoidance of doubt, GOLFZON shall only be responsible for taxes assessed on its income.

6. Intellectual Property Rights.

a. GOLFZON IP. As between the Parties, GOLFZON owns all right and title, including IP rights, in and to GOLFZON IP. Sections 4.a., b., c., and d (Access and Use) set forth Owner's and User's limited rights to access and use GOLFZON IP and the use prohibitions.

b. User Data. As between GOLFZON and Owner, GOLFZON shall own all right, title, and interest, including IP rights, in and to User Data. Owner hereby assigns any and all rights it has in and to User Data to GOLFZON. GOLFZON hereby grants to Owner during the Term, a limited, royalty-free, fully paid-up, non-exclusive, non-transferable, non-sublicensable, revocable license to use the User Data solely as required to receive the Online Services. Owner's license to the User Data shall automatically terminate upon termination or expiration of this Agreement.

7. GOLFZON's Obligations.

a. Except as otherwise set forth in this Agreement, Owner shall start using Online Services as of "the first service purchase date" (the "**Commencement Date**").

b. GOLFZON shall follow appropriate steps to address promptly issues escalated by the Owner to GOLFZON regarding Online Services as described in Section 12 (Representations and Warranties) without charge, *unless* such issues are caused by wrongful actions or inactions by Owner or User ("**Exception Action**"). In the event of an Exception Action, then GOLFZON shall provide a quote for providing maintenance and support services for Online Services, pursuant to then-current market labor rates. If prompt resolution is not practicable, GOLFZON shall notify the Owner of the reason and the action plan therefor.

c. In the event of non-excused outage of Online Services, GOLFZON shall provide fair and reasonable compensation for Owner subject to the limitations of liability specified in Section 13 below.

8. Owner's Obligations.

a. Owner shall provide timely, true, and accurate information to GOLFZON in connection with this Agreement, particularly with respect to User Data.

b. Owner shall comply with relevant laws, regulations, and public notices. Moreover, Owner shall not use Online Services for illegal purposes, including brokerage of illegal gambling. If Owner promotes or aids and abets illegal activities such as User's illegal gambling on Site, GOLFZON may immediately suspend Online Services, and Owner shall be solely responsible for illegal activities on Site.

c. Owner shall not transmit, distribute, circulate or post any false information or make any profane statements to the public that may disparage GOLFZON's reputation or interfere with GOLFZON's business operation.

d. Owner shall immediately notify GOLFZON of any change regarding its information, including its address.

e. Owner shall not use the account (IDs) or password other than as permitted for a User to receive Online Services at an Owner's Site.

f. Owner shall use the Online Services in compliance with the access rights and the prohibitions as set forth in Section 4. (Access and Use), and in the event GOLFZON sets limitations on number of Users at any given time, then in compliance with such access limitations. Owner shall not insert, or attempt to insert, into or transmit through the Online Services any Destructive Mechanisms, as defined below, including upon expiration or termination of this Agreement for any reason. For purposes of this Section, "**Destructive Mechanisms**" means computer code that: (i) is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Online Services or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair the Online Services or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the passage of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (iii) would permit Owner to access the Online Services or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment (sometimes referred to as "traps," "access codes" or "trap door" devices); or (iv) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.

g. Owner is solely responsible for all telecommunication or internet connections and associated fees required for accessing and using the Online Services. GOLFZON shall not be responsible for unavailability, failures, slow-downs, interruptions, digital transmission delays or degradation in service quality, or any losses associated with issues arising from telecommunications or internet services.

9. Communication with Owner; Information Collection.

a. GOLFZON may communicate with Owner by e-mail, postal delivery, or SMS.

b. GOLFZON may collect systems, statistical, and aggregated data based on Online Service usage by Owner and its Users for GOLFZON's business purposes, including the provision of products and services to GOLFZON customers and for additional innovations ("**Statistics**"), and as between the Parties, all right and title in and to such Statistics shall be owned by GOLFZON, and to the extent applicable, Owner hereby assigns all rights to such Statistics. GOLFZON shall use such information without identifying the Owner or User.

c. GOLFZON may from time to time also request input from Owner regarding the Online Services, Documentation and GOLFZON Equipment, and recommendations and improvements ("**Feedback**"). Owner hereby assigns to GOLFZON all right and title to and in such Feedback without compensation.

10. Advertisement Posting and Transaction with Advertiser.

a. In connection with the Online Services, GOLFZON may provide access to information regarding the use of the Online Services on the display screen or provide by e-mail, postal delivery, SMS, telephone, or electronic format for the Owner.

b. In connection with the operation of Online Services, GOLFZON may provide advertisements on its website, display screen, or via SMS or e-mail.

c. Owner hereby gives consent to GOLFZON's advertisement and marketing activities regarding GOLFZON IP that may be on Site, may involve Online Services provided to Owner, or may include User's utilization of Online Services at Site(s) ("**Marketing Events**"). Owner acknowledges and agrees that it does not have any rights to the profits generated directly or indirectly from such Marketing Events.

d. Owner is not authorized to use any trademark (including logos or the trademark Golfzon®), service mark, or trade dress of GOLFZON or any GOLFZON Affiliate, except as and only to the extent expressly authorized in writing in advance by GOLFZON.

11. Suspension; Termination of Agreement.

a. Either Party may terminate this Agreement at any time without cause by giving the other Party seven (7) days' advance notice in writing. There are no refunds for early termination by Owner.

b. In the event a Party fails to perform a material obligation under this Agreement, the other Party shall provide written notice of such failure, and the failing Party shall have seven (7) days from the receipt of the notice to remedy such failure. If corrective action does not remedy the failure within such seven (7) days, then the other Party, if GOLFZON, may suspend all or part of the provision of Online Services, or if either GOLFZON or Owner, then such applicable Party may terminate all or part of this Agreement by providing written notice to the failing Party; provided, however, that if the failure cannot reasonably be cured within seven (7) days, the failing party shall be allowed additional time as is reasonably necessary to cure the failure so long as the failing party begins the cure within seven (7) days and diligently pursue the cure to completion. For the avoidance of doubt, the seven (7) days cure period in this Section shall not apply to the nonpayment by Owner of any fees specified in Section 5 of this Agreement.

c. GOLFZON shall be entitled to suspend all or part of the Online Services without prior notice: to prevent damages or risk to, or degradation of, the Online Services; to comply with any law, regulation, court order, or other governmental request; otherwise to protect GOLFZON from potential legal liability; and if GOLFZON reasonably believes there is an upsurge in usage capacity of the Online Services. GOLFZON will restore access to the Online Services as soon as the event giving rise to suspension has been resolved. This Section will not be construed as imposing any obligation or duty on GOLFZON to monitor use of the Online Services.

d. Notwithstanding anything contrary contained in Section 11.a. (Suspension; Termination of Agreement) above, in the event:

- i. of a breach that is not capable of being cured,
- ii. a Party is in violation of applicable laws and regulations,
- iii. other than a Party's responsibilities to pay, performance cannot be completed due to a Force Majeure Event, or
- iv. a Party commences voluntary or involuntary winding up, files a petition seeking the winding up of the Party, or a Party seeks to make a general assignment for the benefit of its creditors, then this Agreement may be immediately terminated by providing written notice.

12. Representations and Warranties.

a. Each of the Parties warrants to the other that it has full power and authority to enter into and perform their respective obligations under this Agreement.

b. GOLFZON shall perform the Online Services with reasonable care and skill and warrants that the Online Services will perform materially in accordance with the Documentation, provided that:

- i. In the event there is material non-conformance of the Online Services with the Documentation, then Owner shall promptly provide notice (where in this instance, email notice will be sufficient) to GOLFZON of such non-conformity, so that GOLFZON can assess the report of the material non-conformance; and
- ii. If GOLFZON confirms the material non-conformance is due to an Exception Action, then Owner shall be responsible for the payment of the remediation, repair, replacement, workaround, and labor rates, as applicable, which shall be charged in GOLFZON's reasonable discretion.

13. Disclaimers; Limitation of Liability.

a. **EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE ONLINE SERVICES, SUPPORT SERVICES, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. GOLFZON AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GOLFZON OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF GOLFZON'S OBLIGATIONS HEREUNDER. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. OWNER ACKNOWLEDGES AND AGREES THAT GOLFZON AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE OWNER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. GOLFZON WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. OWNER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA.**

b. GOLFZON shall not be responsible for Online Services, including interruptions, failures, degradation in Online Services, and other issues, due to Force Majeure Events.

c. GOLFZON shall not be responsible for any representations, commitments, or promises made by Owner, where such representations, commitments, or promises were made without GOLFZON's prior written authorization.

d. Owner Indemnification: Owner shall indemnify, hold harmless, and at GOLFZON's option, defend GOLFZON from and against any Losses (as defined below) incurred by GOLFZON resulting from a third party claim arising from or related to: (A) Owner's negligence or willful misconduct; (B) Owner's alleged act or failure to act alleged to cause injury or damage to body or property, death, loss of property; (C) use of Online Services, Documentation, or GOLFZON Equipment in a manner not authorized in this Agreement or in violation of applicable laws or regulations; (D) modification of the Online Services not made by GOLFZON or for maintenance and support of Online Services not as authorized by GOLFZON; (E) failure to make updates or upgrades, or to accept new versions of the Online Services, and in each case as provided by GOLFZON and in a timely manner; and (F) breach of confidentiality of personal information of User. "Losses" means collectively, claim, action, proceeding, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees, experts' fees and court costs.

e. GOLFZON Indemnification: GOLFZON will indemnify, hold harmless, and at Owner's option, defend Owner from and against Losses incurred by Owner's proper use of the Online Services infringes a third party's Intellectual Property rights. If a claim of infringement under this Section 13.e. (GOLFZON Indemnification) occurs, or if GOLFZON determines an infringement claim is likely to occur, GOLFZON will have the right, in its sole discretion, to either (i) procure for Owner the right or license to continue to use the Online Services, or (ii) modify the Online Services to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to GOLFZON, GOLFZON may, in its sole discretion and as its sole and exclusive liability to Owner and as Owner's sole and exclusive remedy, terminate the relevant Order(s) and return the prorated portion of any pre-paid, unused fees for the relevant Online Services. Notwithstanding the foregoing, GOLFZON will have no obligation to the extent any claim of infringement that is based upon or arises out of (i) the use or combination of the Online Services with any equipment, hardware, software, products, data, or other materials not provided by GOLFZON, (ii) modification or alteration of the Online Services by anyone other than GOLFZON, (iii) use of the Online Services beyond of the rights granted in this Agreement, (iv) any specifications, data, or intellectual property provided by Owner, (v) failure to

implement any update, upgrade, new version, or revision to the Online Services provided by GOLFZON that would have avoided the infringement, and GOLFZON has notified Owner that implementing the same would avoid infringement.

f. Indemnity Process: The indemnifying Party shall: (i) give the other Party (the indemnified Party) prompt written notice of such the applicable claim; and (ii) allow the indemnified Party to control, and fully cooperate with the indemnified Party in, the defense and all related negotiations.

g. Limitation of Liability and Damages. NEITHER GOLFZON NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO OWNER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE SERVICES, SUPPORT SERVICES, AND PROFESSIONAL SERVICES. THE TOTAL LIABILITY OF GOLFZON AND ITS VENDORS AND LICENSORS TO OWNER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR THE SERVICES, SUPPORT SERVICES, AND PROFESSIONAL SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY OWNER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

14. Venue and Governing Law.

This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to its conflict of law principles. The Parties hereby agree to personal jurisdiction in the state of Virginia, in the United States District Court for the Eastern District of Virginia, Alexandria Division; except that, if the federal court lacks subject matter jurisdiction, the forum shall be the Circuit Court of the Commonwealth of Virginia, Loudoun County.

15. Notices.

All notices and/or submission required or permitted under this Agreement shall be given in writing and delivered personally by hand, by facsimile, email or sent via Federal Express, UPS, DHL if international, or another generally recognized overnight carrier to the address in the signature block at the end of this Agreement. All notices under this Agreement that are addressed as provided in this Section, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, or (b) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail.

16. Entire Agreement.

This Agreement constitutes the entire agreement between GOLFZON and Owner. Any prior documents or discussions are superseded by this Agreement. In entering into this Agreement, each Party acknowledges that it is not relying on any statement, representations, warranty, covenant or agreement of any kind made by the other Party or by any agent or employee thereof, except for the agreements set forth herein. The Parties understand and agree that this Agreement can be modified only by a written agreement signed by both Parties hereto.

17. Severability.

If any provision of this Agreement is held to be invalid or unenforceable under applicable law by a Court of administrative authority of competent jurisdiction, such provision shall be ineffective, however, the validity, binding effect or enforceability of any other provisions of this Agreement shall remain unaffected as if said invalidated provisions had never been a part of this Agreement.

18. Miscellaneous.

a. Assignment. Owner may not assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of GOLFZON.

b. Independent Parties; No Employment Relationship. Owner and GOLFZON are independent parties, and Owner is not an agent or employee of, and has no authority to bind, GOLFZON by contract or otherwise. Further, it is not the intention of this Agreement or of the parties to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed so as to confer upon any third party or entity other than the parties hereto a right of action under this Agreement or in any manner whatsoever.

c. Times and Dates. Time is of the essence of this Agreement and all times and dates computed to for purpose of this Agreement shall be based on United States Eastern Standard Time.

19. Counterparts

This Agreement may be signed in counterparts including PDF or facsimile counterparts, each of which so executed shall be deemed an original and all of which, taken together, shall constitute one and the same instrument and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

20. Electronic Signatures.

The Parties acknowledge and agree that this Agreement, including any Schedules and documents referenced in this Agreement, may be entered into and amended electronically in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001 *et seq.*

Owner:

Email:

Name:

Signature:

Date:

Effective Date of the Online Service Agreement is equal to the first day of payment from customer.

--Schedules Follow--

Schedule 1
Sites

****Add location address that will receive GOLFZON Online Services ****

Address

Telephone Phone

Schedule 2 Pricing

A. Subscription Fee:

1. Subscription Fee Amount:

T2 & NX commercial: \$199/month/system with MyPractice

T2& NX residential: \$500/system/year (excluding any applicable taxes and fees)

GDR Max commercial: \$99/month/system

GDR Max residential: \$800/year/system

B. Online Payment Terms:

All online payment terms are to be completed through PayPal. Click on the links below to learn more about PayPal's policies.

- [PayPal User Agreement](#)
- [PayPal Balance Terms and Conditions](#)
- [PayPal Privacy Statement](#)
- [PayPal Acceptable Use Policy](#)
- [Electronic Communications Delivery Policy \(E-Sign Disclosure and Consent\)](#)
- [Licenses](#)
- [Listing of Patents related to PayPal Products, Services, Platforms, and/or Features](#)
- [PayPal Digital Gifts Terms and Conditions](#)

Schedule 3
Site Requirements

Online Services Requirements

1. [Minimum connectivity requirements, other requirements for Online Services]
 - a. **Internet speed requirement : 10Mbps**
 - b. **Hardwired only**