

**CLUBDRIVE SYSTEMS
SERVICES AGREEMENT - PART II
TERMS AND CONDITIONS**

Last Revised: 10/2020

These Terms and Conditions (“**Terms and Conditions**”) are between ClubDrive Systems, LLC (“**we,**” “**us,**” or “**ClubDrive**”) and the entity ordering services from us (“**Customer,**” “**you**” or “**your**”), as identified in the Order Pages (defined below). Your use of the Services (defined below) is governed by these Terms and Conditions, which include the Acceptable Use Policy and other exhibits attached hereto or referenced herein, as well as the Order Pages (collectively, the “**Agreement**”).

1. DEFINITIONS

1.1. Capitalized terms used in these Terms and Conditions and not otherwise defined shall have the following meanings:

“**ACH**” means the electronic payment method that uses the Automated Clearing House network to process financial transactions.

“**Acceptable Use Policy**” means the policy currently available *[here]*, as it may be updated by us from time to time in accordance with the terms thereof.

“**Administrator**” means a User, to be designated by Customer in the Order Pages (or in a separate writing delivered to ClubDrive), with administrative privileges.

“**Application**” means a third party software program that is made available to Customer and Users as part of our Services through the Platform.

“**Cloud Provider**” means the third party provider of the cloud platform utilized by ClubDrive to provide the Hosted Environment.

“**Confidential Information**” means all information disclosed by one of the parties to the other, whether before or after the effective date of the Agreement and before the end of the Term, that the recipient should reasonably understand to be confidential, including: (i) unpublished prices and other terms of service, audits, security reports, server configuration designs, data center designs (including non-graphic information you may observe on a tour of a data center), product development plans, and proprietary technology; (ii) identities of your customers and similar data in your databases; and (iii) information that is marked or otherwise conspicuously designated as “confidential,” “proprietary” or with like notice or that, if disclosed orally, is designated as confidential in a written notice given within 30 days of its disclosure. The Platform is the Confidential Information of ClubDrive.

“**Customer Data**” means all data (including personal data, customer data, files, software, text, sound files and other materials) provided to ClubDrive by, or on behalf of, Customer through use of the Services, or otherwise processed by you through your use of the Applications.

“**Equipment**” means, if and to the extent specified in the Order Pages, the equipment, hardware, network routers and other materials provided by ClubDrive for lease by Customer and installation at Customer’s premises, including any Software running on such machines, together with any additions, enhancements or replacements thereto.

“Hosted Environment” means the data center, hardware, software, networks, and peripherals used by ClubDrive or the Cloud Provider to host the Application(s), as more particularly described in the Order Pages.

“Hosting Services” mean the services described in the Order Pages related to ClubDrive’s provision of the Hosted Environment for Customer’s access to and use of the Application(s).

“In Scope Support” means Support provided during Business Hours in response to issues involving the operation of the Platform and hosting Services. In Scope Support does not include responding to issues or questions regarding Applications.

“Monthly Recurring Charge” or **“MRC”** is defined in the *Payment Supplement* at Exhibit E.

“Out of Scope Support” means any Support that is not In Scope Support or other professional services, which may be provided by us in our sole discretion and for the fees described in the *Support Supplement* at Exhibit D.

“Order Pages” means the document executed by and between Customer and ClubDrive specifying the Services to be provided by ClubDrive, including the Applications to be hosted, the fees payable by Customer, the Initial Term of the Agreement and other applicable provisions. Order Pages include any Growth Order.

“Platform” means the hardware, software, and networking elements that we use to provide the Services, together with any modifications, enhancements and updates thereto. With respect to Hosting Services, the Platform includes the Hosted Environment.

“Services” means the ClubDrive software and services described in the Order Pages, including the Support. Services include any Hosting Services.

“Software” means the computer software, other than the Applications, that are used by us to provide the Services, including any client side software provided by us needed to use an Application.

“Support” means email, chat and/or telephone support, as described in the *Support Supplement* at Exhibit D.

“Term” has the meaning set forth in Section 10.1.

“User” means an individual that you permit to access Customer Data or otherwise access or use the Platform and/or Services.

“Website” means the website accessible from the following domain name: www.clubdrive.com.

“Work Order” means a statement of work or other written agreement, which may include e-mail communications, between the parties for Out of Scope Support.

2. ACCESS TO APPLICATIONS AND SERVICES

2.1. *Services; Support.* Subject to the terms and conditions of the Agreement, ClubDrive will provide the Services to you during the Term. The Applications to be included in the Services, and the number of Users entitled to access the Services, are set forth in the Order Pages. Your use of the Services is limited to the number of Users specified on the Order Pages. ClubDrive will provide Support as further described in the *Support Supplement* at Exhibit D.

2.2 *Hosting Services.* If the Services include Hosting Services, as indicated on the Order Pages, ClubDrive will host the Applications on, and otherwise provide the Services via, the cloud platform provided by the Cloud Provider and Customer hereby consents to same.

2.3. *Administrative Obligations.* You will be given administrative access to the Platform to allow your designated Administrator to manage User access and certain other features. Your Administrator has the ability to access information about the accounts of Users and is responsible for timely and properly activating and deactivating Users' accounts, and for controlling Users' access to Applications, Customer Data, and Services (including the nature and extent of such access). Each individual User must be issued authentication credentials unique to that User, and which allow the Administrator to identify the User's name, title, office location, employment title and device type. Each User may only access the Services or Platform using a single device. You are responsible for the security of any access credentials distributed by you or your Administrator. In addition, you shall institute contractual and/or functional procedures and processes as necessary to monitor use of keys and passwords and to protect and require Users to protect their keys and passwords. At a minimum, you must require your Users to maintain their ID and password in strict confidence and to change their passwords from time to time. You are responsible for any use of the Services, Platform, Applications, Customer Data, and all information, data or services obtained through the Platform by your employees and contractors, and anyone else who gains access through your keys or User credentials.

2.4. *User Violations.* You are responsible for your Users and will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to the Agreement, Customer Data or use of the Services. You will ensure that all Users comply with your obligations under this Agreement and that the terms of your agreement with each End User are consistent with this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to the Platform, Applications and Services.

2.5. *Customer Obligation.* It is your responsibility to maintain Internet connectivity from your devices to the Platform and to maintain your computing hardware and devices current and in good working order, in each case in accordance with applicable ClubDrive specifications.

2.6. *Restricted Use.* You may not use the Applications in any situation where failure or fault of the Applications could lead to death or serious bodily injury of any person or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Applications in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

2.7. *Consent to Monitoring.* We use monitoring Software to track usage information, which allows us to more efficiently manage various service issues. The monitoring Software uses only a minimal amount of computing resources and will not materially impact your normal use of the Applications. You agree that we may access your computer system onsite or remotely to install monitoring Software, track User usage and implement updates to such Software. You agree that you will not interfere with any such monitoring Software.

2.8. *Acceptable Use Policy.* You and your Users must comply with the terms of the **Acceptable Use Policy** at Exhibit C in your access to and use of the Services. If you are purchasing Hosting Services, you and your Users must also comply with the Cloud Provider's applicable acceptable use policy.

3. ADDITIONAL TERMS APPLICABLE TO APPLICATIONS, SOFTWARE AND EQUIPMENT

3.1. *Applications Provided by You.* Unless otherwise agreed and set forth in the Order Pages, you are responsible for providing ClubDrive with the Applications to be provided as part of the Services, and

for obtaining all license rights necessary for your use of the Application and for ClubDrive's (or Cloud Provider's) hosting and use of the Application to provide the Services to you.

3.2. *Applications and Software Provided by ClubDrive.* Your use and access to any third party-branded Applications or Software that are made available to you through ClubDrive or otherwise installed on your servers or devices or Equipment are subject to any license terms imposed by such third parties (in addition to the Agreement), and you agree to comply with such additional terms. Without limitation of the foregoing, your use of (a) any Microsoft Applications are subject to the terms of Microsoft's "Customer License Terms," a copy of which is attached hereto as Exhibit A, and (b) any Citrix Applications are subject to the terms of Citrix's "License Agreement," a copy of which is attached hereto as Exhibit B. These third party providers do not generally include any support

3.3. *Equipment Provided by ClubDrive.* If ClubDrive agrees to provide Equipment for installation at Customer's premises, as expressly set forth in the Order Pages, the provisions of this Section 3.3 apply.

(a) License. Subject to this Agreement, ClubDrive grants you a royalty-free, non-exclusive license to use the Equipment solely as part of and in connection with your receipt of the Services. Except as expressly set forth in the preceding sentence, You have no other rights in all or any part of the Equipment. Without limiting the foregoing, You may not use or make the Equipment (or any portion thereof) available for the benefit of others. You may not, and you may not permit any other person to, gain access to or modify the Equipment, or disassemble or reverse engineer any component of the Equipment, other than as specifically directed by ClubDrive.

(b) Installation. You will install the Equipment at Customer's location specified in the Order Pages. It is Customer's sole responsibility to provide ClubDrive and insurers with any reasonably requested information, access and assistance reasonably for the installation, inspection, maintenance or removal of the Equipment, including, without limitation, (i) reasonable access to Your premises and personnel, (ii) reasonable space and a suitable location for the Equipment, (iii) any required landlord approvals; (iv) electricity to power the Equipment, and (v) access to any required communications lines.

(c) Ownership. As between You and ClubDrive, ClubDrive retains all right, title and interest in the Equipment, including all proprietary rights therein. You may not sell, lease, license, assign or transfer the Equipment (or any portion thereof) or any rights in the Equipment (or any portion thereof) to any other person, and You may not place or permit any lien, security interest or other encumbrance on the Equipment (or any portion thereof). You agree to execute any certificates or UCC financing statements or similar documents regarding the Equipment that ClubDrive determines in good faith from time to time are reasonably necessary or advisable to protect ClubDrive's interest in the Equipment, or acknowledging that You are not the owner of the Equipment. You may not alter or tamper with any tags, decals, plates or other notices on the Equipment indicating ClubDrive's right, title or interest in the Equipment. You may not move the Equipment from Your premises without ClubDrive's or such third party's prior written approval. The Equipment shall remain personal property even if attached or affixed to real property.

(d) Disclaimer. THE EQUIPMENT IS PROVIDED "AS IS." CLUBDRIVE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, AND CLUBDRIVE HEREBY DISCLAIMS THE SAME.

(e) Insurance. Throughout the Term, Customer shall obtain, and maintain throughout the Term, property insurance coverage on the Equipment. Such insurance coverage shall be written on an "All Risk" basis covering the full replacement cost thereof. ClubDrive shall be named as a loss payee under such policy and shall receive the insurance proceeds in the event of loss of or damage to such Equipment

(f) Security Interest. As collateral security for the prompt payment and performance when due of all of the obligations of Customer under this Agreement, including, but not limited to, all of Customer's payment obligations hereunder, Customer hereby grants to ClubDrive a first-priority security interest in, and lien upon, the Collateral (defined below). Such security interest shall terminate upon termination or expiration of this Agreement and Customer's return of the Equipment in the manner and condition required by this Agreement.

(i) Customer shall take all action that may be necessary or desirable, or that ClubDrive may request, so as at all times to maintain the validity, perfection, enforceability and priority of the security interest in the Collateral, or to enable ClubDrive to exercise or enforce its rights hereunder, including without limitation: (i) at Customer's expense, obtaining Collateral repossession waivers or other landlords', mortgagees', mechanics', bailees', warehousemen's or processors' releases, subordinations or waivers with respect to any or all of the Collateral, in form and substance satisfactory to ClubDrive; and (ii) at the request of ClubDrive and at ClubDrive's expense, marking conspicuously each item of tangible Collateral with a plaque or other signage indicating that such Collateral is (A) either the property of ClubDrive or (B) that such Collateral is subject to a first-priority lien and security interest in favor of ClubDrive, as the case may be, and that neither Customer or any transferee or creditor of Customer shall have any interest in such Collateral.

(ii) ClubDrive is hereby authorized to execute and file in all necessary and appropriate jurisdictions (as determined by ClubDrive) one or more financing or continuation statements in the name of Customer and to sign Customer's name thereto. ClubDrive shall be responsible for all filing fees associated with such financing or continuation statements. Customer authorizes ClubDrive to file any such financing statement, document or instrument without the signature of Customer to the extent permitted by applicable law. Further, to the extent permitted by applicable law, a carbon, photographic, xerographic or other reproduction of this Agreement or of any financing statement is sufficient as a financing statement.

(iii) Upon the failure of Customer to pay or perform when due any obligation hereunder, ClubDrive may, without further notice or opportunity to cure, exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and under any other applicable law, including, without limitation, the right, without notice except as specified below and with or without taking possession thereof, to sell the Collateral or any part thereof in one or more parcels at public or private sale at any location chosen by ClubDrive, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as ClubDrive may deem commercially reasonable. Customer agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Customer of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, but notice given in any other reasonable manner or at any other reasonable time shall constitute reasonable notification. ClubDrive shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. ClubDrive may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Further, ClubDrive may enter upon any premises on which any Collateral may be located and, without resistance or interference by Customer or any other person, take physical possession of any or all thereof and maintain such possession on such premises or move the same or any part thereof to such other place or places as ClubDrive shall choose, without being liable to Customer on account of any loss, damage or depreciation that may occur as a result thereof, other than for actions that were not taken in good faith. Customer hereby waives any right to require any marshaling of assets and any similar right.

(iv) For purposes hereof, “Collateral” shall mean all of Customer’s right, title and interest in and to: (i) all Equipment, wherever located; (ii) all replacements, substitutions or upgrades of such equipment, (iii) any and all additions and accessions thereto that may not be removed without damage to the Equipment, and (iv) any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of Customer against third parties for loss of, damage to or destruction of, any or all of the Collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, instruments, general intangibles, accounts, equipment, other goods, documents and chattel paper and all proceeds of such proceeds.

(v) It is the intent of the parties hereto that title to all Equipment shall at all times be vested in ClubDrive and that Customer shall not have any legal or equitable interest in any Equipment including any fee, leasehold or license right or title therein except as expressly provided in Section 3.3(a) above. However, in the event that it shall be at any time claimed or adjudicated that, contrary to the intent of the parties, Customer has legal or equitable title or ownership interest in and to any Equipment, Customer has, pursuant to the foregoing provisions, granted this first-priority security interest and lien upon all Equipment (and all other Collateral) as a precaution to such claim or adjudication and such lien and security interest shall not be deemed to be a waiver by ClubDrive of any claim that it has that Customer has no legal or equitable interest in and to any Equipment.

4. CUSTOMER DATA; CUSTOMER OBLIGATIONS

Customer Data is and at all times shall remain your exclusive property and shall remain in your exclusive care, custody, and control. You are solely responsible for: (a) the content, maintenance and use of your Customer Data; (b) properly configuring and using the Services, and otherwise securing and maintaining all rights in the Customer Data necessary for us to provide the Services to you without violating the rights of any third party; (c) maintaining appropriate security, protection and backup of Customer Data, which may include the use of encryption technology to protect Customer Data (when transmitted to and from, and while stored on, the Platform), routine archiving of Customer Data and maintaining a current backup of Customer Data somewhere other than the Platform; (d) determining the suitability of the Applications and Services in light of the type of Customer Data stored by you or your Users on the Platform or otherwise processed by you or your Users through your use of the Applications; (e) use of or access to Applications, Platform or Customer Data by any of your affiliates, employees, independent contractors, or other users which you authorize or who gain access to the Applications or Platform as the result of your failure to utilize reasonable security precautions; and (f) immediately notifying us of any unauthorized use of the Applications, Customer Data or Services or of any other breach of security. You also agree to cooperate with our reasonable investigation of security-related breaches. You shall maintain at least one additional current copy of your Customer Data somewhere other than on the Platform.

Unless otherwise expressly agreed in the Order Pages, you further represent and warrant that the Customer Data does not include any protected health information (as defined under the Health Insurance Portability and Accountability Act and its related regulations), any personal data subject to the EU General Data Protection Regulation, or any other personally identifiable data or other data or materials that would subject ClubDrive to laws or regulations applicable to processors of personally identifiable data or any laws or regulations that would not otherwise apply to ClubDrive absent inclusion of such data.

Without limiting Customer’s obligations and representations and warranties set forth in this Section 4, ClubDrive agrees that it will use and process any personal information included in the Customer Data solely for the purpose of providing the Services.

5. PROPRIETARY RIGHTS

5.1. ClubDrive IP Rights. You acknowledge and agree that ClubDrive and our suppliers (including any Cloud Provider) retain all right, title and interest in and relating to the Platform, Software, the Applications licensed through us, Equipment and the Services, and in all changes made thereto now or in the future, including, but not limited to, any and all patent, copyright, and trade secret rights, and in all trade names and marks associated with the Applications licensed through us, the Platform, and the Services. Any intellectual property developed by us during the performance of the Services or any Out of Scope Support shall belong to us unless we have expressly agreed with you in advance in a Work Order that you shall have an interest in such intellectual property.

5.2. Software. All Software is subject to the terms of the Agreement. You may not use any Software after the expiration or termination of the Agreement, or the particular Service for which it was provided, and you may not copy the Software. You may not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any Software. Unless permitted by the terms of an open source software license, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do so, and then following at least ten days' advance written notice to us.

5.3. Customer Data. As between you and ClubDrive, you or your licensors own all right, title, and interest in and to the Customer Data. Except as provided in this Section 5.3, we obtain no rights under the Agreement from you or your licensors to the Customer Data. You consent to our use and disclosure of the Customer Data to provide the Services to you and your Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

5.4. Customer Warranty. You represent and warrant to us that: (a) you (or your licensors) own all right, title, and interest in and to the Customer Data, Feedback and to any Applications that are not provided by ClubDrive; (b) you have all rights in Customer Data and any Applications that are not provided by ClubDrive that are necessary to grant the rights contemplated by the Agreement; and (c) none of the Customer Data or Applications provided by you, or your Users' use of the Customer Data, such Applications, or the Services will violate the Acceptable Use Policy. If we agreed to install, patch or otherwise manage Applications in reliance on your license with the third party Application provider, then you represent and warrant to us that you have a written license agreement with the third party Application provider that permits us to perform these activities. On our request, you will certify in writing that you are in compliance with the requirements of this Section 5 and any other restrictions that are part of the Agreement, and will provide evidence of your compliance as we may reasonably request.

5.5. Service Restrictions. You understand and agree that neither you nor your Users may use the Services for any purpose or in any manner not expressly permitted by the Agreement and you further agree, and will cause your Users to agree, not to: (a) copy, reverse engineer, decompile, disassemble, or modify any Software included in the Services (except to the extent you are permitted to do so under the terms of your license for any Application provided by you); (b) permit anyone, other than your Users acting in the course of their employment, to use the Services or any part thereof; (c) use or permit anyone to use the Services or any part thereof to help design a similar service; (d) access or use the Services in a manner that is intended to avoid incurring fees or exceeding User limits; or (e) resell or sublicense the Services or any part thereof.

5.6. Feedback. If Customer or any User sends or transmits any communications or materials to ClubDrive by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform or Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), ClubDrive is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to ClubDrive on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and ClubDrive is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although ClubDrive is not required to use any Feedback.

6. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLUBDRIVE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE PLATFORM OR SERVICES, AND ACCESS TO THE PLATFORM AND SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. WE ARE NOT LIABLE FOR ANY DAMAGES OF ANY TYPE CAUSED BY SUCH INTERFERENCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU.

7. LIMITATION OF DAMAGES AND OTHER REMEDIES

7.1. Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF CUSTOMER DATA, NOR FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT. IN NO EVENT SHALL OUR TOTAL LIABILITY FOR DAMAGES ARISING OUT OF THE AGREEMENT EXCEED THE AMOUNT YOU HAVE PAID US FOR SERVICES IN THE THREE MONTH PERIOD PRECEDING WHEN THE RELEVANT CAUSE OF ACTION FIRST AROSE (LESS ALL AMOUNTS DETERMINED TO BE OWED FOR OTHER SUCH CLAIMS).

7.2. Waiver of Claims. CLAIMS BY CUSTOMER NOT MADE WITHIN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE EVENT GIVING RISE TO A CLAIM OR (II) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT SHALL BE DEEMED WAIVED.

8. PAYMENT TERMS

8.1. Monthly Recurring Charges. The initial MRC is set out in the Order Pages (“Initial MRC”). Unless otherwise specified in the Order Pages, the Initial MRC is based on the number of named Users and the Applications selected, and for Hosting Services, the corresponding hardware and other Platform requirements necessary to support such Hosting Services (collectively, the “Initial Customer Requirements”). The MRC is based on access rights acquired and not actual usage. The Initial MRC represents Customer’s minimum commitment for the Term. The Initial Customer Requirements may not be decreased during the Initial Term.

(a) Growth Orders. Any increases in the Initial Customer Requirements (“Customer Growth Requirements”) during the Term shall be documented in a writing (each, a “Growth Order”), which shall set forth the increase to the Initial MRC based on our then current published rates applicable to increases (“Adjusted MRC”). Each Growth Order shall be for a minimum period of twelve months and shall result in a corresponding extension of the Initial Term (for any Growth Order entered into during the last year of the Initial Term) or Renewal Term, as applicable (e.g., if there are 8 months remaining in the Initial Term or Renewal Term on the effective date of the Growth Order, the Initial Term or Renewal Term (as applicable) shall be extended by four (4) months).

(b) Other Adjustments. Adjustments in the MRC for decreases in the Initial Customer Requirements or Customer Growth Requirements will be made at the conclusion of the Initial Term or applicable Renewal Term (as adjusted pursuant to (a) above).

Additional information regarding the MRC, methods of payment, payment procedures, and late fees is set forth in the **Payment Supplement** at Exhibit E. Except as specifically set forth to the contrary herein, all

payment obligations under any and all Order Pages and Growth Orders are non-cancelable, and all payments made are non-refundable.

8.2. *Other Adjustments to Monthly Recurring Charges.* ClubDrive reserves the right to modify rates and charges (including the MRC) as a result of any increase in cost of underlying services and/or licensing providers (including Cloud Providers) and will provide as much prior written notice as practicable, but not less than 14 calendar days' notice.

8.3. *User Reports.* Each month during the Term, (i) you shall provide us with an updated list of Users; and (ii) we will provide you with a report specifying your number of Users. It is your responsibility to promptly provide us written notice of any discrepancy, in which event we will work with you to determine the correct amount owed (subject to Section 8.1 above).

8.4. *Non-Recurring Charges.* We will charge for Out of Scope Support and other Non-Recurring Services on an hourly basis in accordance with our then published rates or as otherwise set forth on the Order Pages or in a Work Order.

8.5. *Dispute.* If there is a dispute with respect to any portion of an invoice, you shall continue to make payments based on our calculations (or the applicable invoice) until resolution of the dispute. Thereafter, payment (and any credits due) shall be in accordance with the outcome of the resolution. Each of us agrees to work together to promptly resolve any disputes. Charges that are not disputed on or before the due and payable date are conclusively deemed accurate.

8.6. *Taxes.* Charges are exclusive of any applicable taxes, including any VAT or sales tax. You must pay any applicable value added, goods and services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "Tax") that are owed with respect to our provision of any Services provided under the Agreement or provide us with satisfactory evidence of your exemption from the Tax. You must provide us with accurate factual and adequate information and documentation (as determined by us), to help us determine if any Tax is due with respect to the provision of the Services. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

9. SUSPENSION

9.1. *Suspension.* In addition to and without limitation of other provisions of the Agreement, we may suspend Customer's and any User's access to the applicable Services and Platform if: (a) you fail to make a payment to us within ten days of when due; (b) we reasonably believe that the Services or Applications are being used (or have been or will be used) for fraudulent or illegal activities or otherwise in breach of the Agreement or the license terms applicable to such Application; (c) we reasonably believe it is necessary to protect our network or our customers; (d) we believe it is necessary to prevent unauthorized access to Customer Data or the Platform; (e) necessary to comply with any law or regulation; (f) you are in breach of the Acceptable Use Policy, or any other material provision of the Agreement; (g) ClubDrive reasonably determines that (i) there is a threat or attack on any Intellectual Property Rights of ClubDrive or its service providers; (B) Customer's or any User's use of the Platform or Services disrupts or poses a security risk to the Application or Hosted Environment or to any service provider of ClubDrive; (h) any vendor of ClubDrive has suspended or terminated ClubDrive's access to or use of any third-party services or products required to enable Customer to access the Hosted Environment.

9.2. *Notice.* We will give you reasonable advance notice of a suspension, unless we reasonably believe we need to suspend immediately. If the suspension was based on your breach or other actions or inactions, and you do not cure the breach or otherwise address the reason for suspension within 30 days

after we suspend, we may terminate the Agreement and delete your Customer Data without any retention period.

10. TERM AND TERMINATION

10.1. *Term.* The initial term of the Agreement will be for the period set forth in the Order Pages (the “**Initial Term**”). Thereafter, the Agreement will automatically renew in increments of one year (each, a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”), unless one party provides notice of termination at least 60 days prior to the end of the then-current Term. The Recurring Monthly Charges for any Renewal Term shall be established by the parties prior to the beginning of the Renewal Term.

10.2. *Trial Period.* If provided for in the Order Pages, you may conduct a trial of the Platform and Applications (“**Trial Period**”). The terms of such Trial Period shall be set forth on the Order Pages. The Trial Period shall not be counted as part of the Initial Term and no payments will be required for that period; provided however, all other terms and conditions of this Agreement shall apply to any Trial Period. You must notify us in writing prior to the expiration of the Trial Period if you elect not to continue with the Services. If you do not notify us, the Initial Term will commence as of the day following the expiration of the Trial Period and applicable charges, including the MRC, will commence.

10.3. *Termination by You.* You may terminate the Agreement for cause if ClubDrive materially breaches the Agreement and the breach is not cured within 30 days of our receipt of written notice of default.

10.4. *ClubDrive Termination.* In addition to and without limitation of its right to suspend access to the Services set forth above, ClubDrive may terminate the Agreement for cause upon written notice to you if (a) you materially breach the Agreement and the breach is not cured within 30 days of your receipt of written notice of default; (b) you become insolvent, makes assignments for the benefit of creditors, files for bankruptcy or reorganization, fail to discharge an involuntary petition for bankruptcy within the time permitted by law, or otherwise abandon the Services; or (c) you persistently (more than twice) breach the Acceptable Use Policy, even if you cure each breach.

10.5. *Fees Payable.* If the Term of the Agreement is terminated early as a result of your breach of the Agreement (including any termination by you other than in accordance with Section 10.3 above), you will pay ClubDrive a termination fee equal to 100% of your then applicable MRCs for the remainder of the then-current Term (as adjusted for Growth Orders), in addition to any amounts due for Out of Scope Services rendered.

10.6. *Retrieval of Customer Data.* Provided You have paid all fees due to ClubDrive hereunder through the effective date of termination or expiration of the Agreement, You will have a period of 30 days from the effective date of termination or expiration of the Agreement (“**Transition Period**”) to make copies of your Customer Data and to transfer and migrate the Customer Data to your own system and servers. You may use the Applications only to save your Customer Data and for no other purpose during such period. Upon your request, ClubDrive will assist you in copying and migrating the Customer Data at our then-current hourly rates. We will provide you with an estimate of such fees, which must be paid to us in advance of our performance of such services. ClubDrive has no duty to retain any of your Customer Data on our servers, the Hosted Environment or elsewhere after the expiration of the Transition Period.

10.7. *Return of Client Side Software and Equipment.* If we have provided you with any Software in connection with your use of the Services, you are required to return any movable storage on which we provided such software, delete any other copies in your possession, custody or control and confirm under oath that you have returned or deleted all such copies on or before the expiration of the Transition Period. If we have provided you with any Equipment in connection with your use of the Services, you must cease all use of the Equipment and return such Equipment to ClubDrive or its designee in the manner specified by ClubDrive or, in ClubDrive’s discretion, provide ClubDrive or its designee with reasonable access to your premises to disconnect, package and remove the Equipment.

11. NOTICES

Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered in person, faxed, e-mailed or sent by registered or certified mail, postage fully prepaid, with a copy sent by ordinary mail. Notices to Customer will be delivered to the address set forth in the Order Pages. Notice to ClubDrive will be delivered to:

To: CLUBDRIVE SYSTEMS, LLC
Attn: Accounting Department
1447 Peachtree Street N.E.,
Suite 450
Atlanta, Georgia 30309
Phone: (404) 448-3001
Fax: (404) 448-3101
Email: accounting@clubdrive.com

A party may change the address, fax number and/or e-mail address for that party by providing written notice hereunder. Except as provided in the next sentence, all notices shall be effective the third day after posting if sent by mail, on the next day if sent by overnight mail, and on the day of dispatch if manually delivered within regular business hours. **If faxed or e-mailed, such notice shall not be effective at the time faxed or e-mailed unless a copy is also sent that same day by next day (or next business day) delivery via Federal Express, United Parcel Service, U.S. Postal Service (Express Mail) or any of their successors.**

12. GOVERNING LAW AND JURISDICTION

12.1. *Governing Law.* The Agreement shall be governed and construed under the laws of the State of Georgia, without giving effect to principles of conflict of laws. Any claim that either party elects to bring must be filed in a federal or state court in the County of Fulton, State of Georgia, and each party hereby irrevocably consents to the jurisdiction of such courts for any such lawsuit, and both parties hereby waive any claim or defense that such forum is not convenient or proper. Notwithstanding the foregoing, if a defendant is a resident of or organized and existing under the laws of or has obtained a certificate of authority to transact business in the State of Georgia, the party bringing the claim may, in the alternative, select a court in the State of Georgia for which venue lies under applicable law.

12.2. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

13. FORCE MAJEURE

Neither party will be liable for any delay or failure in performance of this Agreement or any obligation (other than an obligation to pay money owed) if the delay or failure results from any cause beyond such party's reasonable control, including (without limitation) acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government (including passage of laws or regulations that impact the delivery of the Services), pandemics, acts of terrorism or war.

14. CONFIDENTIALITY

14.1. *Confidentiality Obligations.* Each party hereto (the "**Receiving Party**") must (i) protect and prevent disclosures of all Confidential Information disclosed by the other party (the "**Disclosing Party**") using, at a minimum, the same care it would exercise to protect its own Confidential Information; and (ii)

not use, reproduce, distribute, disclose, or otherwise disseminate the Confidential Information except as necessary to perform its obligations, or exercise its rights, under the Agreement, or as expressly authorized by the Disclosing Party. In no event shall the Receiving Party exercise less than a reasonable standard of care to maintain the confidentiality of such Confidential Information. In addition, ClubDrive may make disclosures of Confidential Information as may be reasonably required to monitor and enforce compliance with the terms of the Agreement.

14.2. Exclusions. Notwithstanding any other provision of this Agreement, Confidential Information shall not include information: (a) that is, or subsequently becomes, within the knowledge of the public generally through no fault of the Receiving Party; (b) that was known to the Receiving Party free of any obligation to the Disclosing Party; (c) that is developed independently by the Receiving Party without using any of the Disclosing Party's Confidential Information; or (d) that becomes available to the Receiving Party from a third party on a non-confidential basis.

14.3. Survival of Obligations. The parties agree that all Confidential Information that constitutes a trade secret under applicable law shall remain protected under this Agreement so long as such Confidential Information remains a trade secret under applicable law. The parties further agree that all Confidential Information that does not constitute a trade secret under applicable law shall remain protected under this Agreement for four years from the date such information is received.

14.4. Legal Process. Notwithstanding the foregoing, in the event that the Receiving Party receives a subpoena or other validly issued administrative or judicial process requesting any disclosure of Confidential Information or any Customer Data, the Receiving Party shall, if not prohibited by law, promptly notify the Disclosing Party and tender to the Disclosing Party the defense of such demand. Unless the demand shall be timely limited, quashed, or extended, the Receiving Party shall thereafter be entitled to comply with that demand to the extent required by law. If the Disclosing Party so requests, the Receiving Party shall cooperate, at the Disclosing Party's expense, in the defense of such demand.

15. INDEMNITIES

15.1. Indemnity Obligations. You hereby agree to indemnify and hold us, our suppliers, and their affiliates, managers, members, directors, officers, employees, representatives (the "**ClubDrive Parties**"), harmless from and against any losses, damages, fees, judgments, costs and expenses (including reasonable attorneys' fees) arising out of any third party claim, demand, suit or cause of action arising out of your: (a) breach of the Agreement (including any breach of the Acceptable Use Policy); (b) negligence or willful misconduct; (c) violation of applicable law; (d) Customer Data, or the combination of Customer Data with the Platform or any Application, including any claim involving alleged infringement or misappropriation of third party rights by your Customer Data or by the use, development, design, production, distribution or marketing of Customer Data, or any services you provide in using the Platform or Services; and (e) with respect to Hosting Services, your (i) use of the Hosting Services in a manner not authorized by this Agreement; (ii) use of the Hosting Services in combination with data, software, hardware, equipment, or technology not provided by ClubDrive; or (iii) modifications to the Hosting Services not made by ClubDrive. Your obligations extend to any such acts by any of your Users.

15.2. Defense. You will pay the cost of defending the claim (including reasonable attorneys' fees and expenses of litigation including covering any advance retainers reasonably requested) and any damages awarded, fines, or other amounts that are imposed on us. ClubDrive may choose the legal counsel who will represent us; however, we will promptly notify you of same and will be reasonable in choosing such legal counsel. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We will not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned.

15.3. Subpoenas and Other Requests. Customer agrees to pay ClubDrive's costs (and commercially reasonable fees for the time and effort required of ClubDrive's employees) for complying

with subpoenas, information storage, retrieval, management, and advisory services pertaining to Services provided to Customer.

16. INTELLECTUAL PROPERTY INFRINGEMENT

16.1. *Defense.* ClubDrive will defend Customer against any third party claim that the Platform provided by us infringes or misappropriates any United States patent, copyright, trademark or trade secret rights of such third party.

16.2. *Remedies.* If any portion of the Platform, in ClubDrive's opinion, is likely to or does become the subject of a claim of infringement, ClubDrive shall have the right at its sole discretion and expense to: (a) procure the right for us to continue to provide the Platform to you; or (b) modify or replace the Platform with non-infringing, similar functionality. If the foregoing options are not commercially reasonable, ClubDrive may terminate your right to use the Service, in which event ClubDrive will refund to you any pre-paid amounts.

16.3. *Exclusions.* ClubDrive's obligations under this Section 16 do not apply to any claim arising out of or in connection with (a) your breach of the Agreement; (b) any modification of the Platform or Services not performed by ClubDrive or its contractors; (c) use of the Platform in combination with any Application or Customer Data, or any other data, product or material not proprietary to ClubDrive; (d) the Hosting Services or Hosted Environment; or (e) compliance with your (or any User's) specifications or requests, if the alleged infringement would not have arisen but for such compliance.

17. MISCELLANEOUS

17.1. *No Third Party Beneficiaries.* This is an Agreement between ClubDrive and Customer. Except as set forth in Section 15.1, there are no third-party beneficiaries to this Agreement.

17.2. *Independent Contractors.* This Agreement does not create an agency, partnership or joint venture.

17.3. *No Assignment.* You may not assign this Agreement without the prior written consent of ClubDrive, including by operation of law. Any assignment in contravention of such restriction shall be null and void.

17.4. *Severability.* The unenforceability or invalidity of any term, provision, section or subsection of this Agreement shall not affect the validity or enforceability of any remaining terms, provisions, sections or subsections of the Agreement, but such remaining terms, provisions, sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties hereto.

17.5. *Entire Agreement.* The Agreement embodies the entire agreement and understanding of the parties and supersedes all prior agreements, representations and understandings between the parties hereto relating to the subject matter hereof. In the event of a conflict between these Terms and Conditions and the Order Pages, the Order Pages will control.

17.6. *Audits.* Customer shall maintain true and accurate records to enable ClubDrive to ensure Customer's compliance with the terms of this Agreement. For the duration of this Agreement and for a period of two (2) years thereafter, Customer will permit ClubDrive to have access to all of Customer's applicable records and computer systems and to use such software audit tools as may reasonably be required to do so. In the event that Customer has installed, accessed, or permitted use of the Services, Applications or Platform in a manner not permitted under this Agreement, then (in addition to and without limitation of any other rights and remedies available to ClubDrive hereunder or at law or in equity),

Customer shall pay for the additional licenses, scope, and usage, in addition to any costs associated with determining such non-compliance.

17.7. Updates to Terms and Conditions. We reserve the right, at our discretion, to change these Terms and Conditions (including the exhibits attached hereto or referenced herein) from time to time by posting the change to the Website, or by providing 30 days' written notice in the case of a material change. The revised Terms and Conditions will become effective as of the earlier of: (i) the start of any Renewal Term with a commencement date at least 30 days after our posting of the revised Terms and Conditions, or (ii) 30 days following written notice to you of a material change to the Terms and Conditions. In the event of a material change to these Terms and Conditions that would adversely impact your continued use of the Services, you may terminate the Agreement by giving us written notice of your objection to the revised Policy and election to terminate within 15 days of receipt of our notice of material change. If you elect to terminate, you may continue using the Services for up to an additional 60 days and the terms of the prior Policy will govern such continued use. Alternatively, we may decide to waive the change with respect to your use of the Services and keep your Agreement in place for the remainder of the Term.

17.8. Export. The Services, Platform and Applications are subject to United States export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the end-user, end-use and destination restrictions issued by U.S. and other governments.

EXHIBIT A

Customer License Terms

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE

This document governs the use of Microsoft software, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "License Products") provided by ClubDrive Systems, LLC. (hereinafter referred to as "Company") Company does not own the Licensed Products and the use thereof is subject to certain rights and limitations of which Company must inform you. Your right to use the License Products is subject to the terms of your agreement with Company, and to your understanding of, compliance with, and consent to the following terms and conditions, which Company does not have authority to vary, alter or amend.

1) DEFINITIONS.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by Server Software.

"Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistance, "smart phone" server or other electronic device.

"Server Software" means software that provides services or functionality on a computer acting as a server.

"Software Documentation" means any end user document included with Server Software. "Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

2) OWNERSHIP OF LICENSED PRODUCTS. The License Products are licensed to Company from an affiliate of the Microsoft Corporation (collectively "Microsoft"). All title and intellectual property rights in and to the License Products (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Licensed Products) are owned by Microsoft or its suppliers. The License Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the License Products does not transfer any ownership of the Licensed Products or any intellectually property rights to you.

3) USE OF CLIENT SOFTWARE. You may use the Client Software installed on your Devices online in accordance with the instructions, and only in connection with the services, provided to you by Company. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.

4) USE OF REDISTRIBUTION SOFTWARE. In connection with the services provided to you by Company, you may have access to certain "sample," redistribution" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO COMPANY, WHICH TERMS MUST BE PROVIDED TO YOU BY COMPANY.

Microsoft does not permit you to use and Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by Company.

5) COPIES. You may not make any copies of the License Product; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by Company; and (b) you may make copies of

certain Redistribution Software in accordance with Paragraph 4 ((Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with Company, upon notice from Company or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy and print materials accompanying the License Products.

6) LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the License Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7) NO RENTAL. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Licensed Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Licensed Products except for the sole purpose of accessing the functionality of the Licensed Products in the form of software services in accordance with the terms of this agreement and any agreement between you and Company.

8) TERMINATION. Without prejudice to any other rights, Company may terminate your rights to use the License Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Company or Company's agreement with Microsoft under which the License Products are licensed, you must stop using and/or accessing the Licensed Products, and destroy all copies of the License Products and all of its component parts.

9) NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY COMPANY AND NOT BY MICROSOFT, ITS AFFILIATES OR SUBSIDIARIES.

10) PRODUCT SUPPORT. Any support for the License Products is provided to you by Company and is not provided by Microsoft, its affiliates or subsidiaries.

11) NOT FAULT TOLERANT. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OF APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12) EXPORT RESTRICTIONS. The License Products are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and U.S. laws that apply to the License Products, including the U.S. Export Administration Regulations, as well as end-used, end-use and destination restrictions issued by the U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13) LIABILITY FOR BREACH. In addition to any liability you may have to Company, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

Services Provider License 2.3 Agreement

(Americas) (English) July 1, 2007

Exhibit B

CITRIX® LICENSE AGREEMENT

This is a legal agreement (“AGREEMENT”) between you, the Licensed User, and Citrix Systems, Inc., Citrix Systems International GmbH or Citrix Systems Asia Pacific Pty Ltd. Your location of receipt of this product or feature release (both hereinafter “PRODUCT”) or technical support (hereinafter “SUPPORT”) determines the providing entity hereunder (the applicable entity is hereinafter referred to as “CITRIX”). Citrix Systems, Inc., a Delaware corporation licenses this PRODUCT in the Americas and Japan and provides SUPPORT in the Americas. Citrix Systems International GmbH, a Swiss company wholly owned by Citrix Systems, Inc., licenses this PRODUCT and provides Support in Europe, the Middle East, Africa, and licenses the PRODUCT in Asia and the Pacific (excluding Japan). Citrix Systems Asia Pacific Pty Ltd provides Support in Asia and the Pacific (excluding Japan). BY INSTALLING AND/OR USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THE PRODUCT.

1. GRANT OF LICENSE. This PRODUCT contains software that provides provisioning services on a computer called a server (“Server Software”) and contains other software (“Client Software”) that allows other physical or virtual computers (“Clients”) to create virtual copies of hard disk images (“Virtual Disks”) and remotely access these Virtual Disks utilizing the provisioning services provided by the Server Software. This PRODUCT is licensed under a concurrent session model. Server Software is activated by licenses that allow use of the Server Software in increments defined by the license model (“User Licenses”). Under the concurrent session model, each Client provisioned by the Server Software requires a separate User License. If a Client has been partitioned into multiple virtual machines, each virtual machine session requires a separate User License. Client Software is not activated by User Licenses but the Client Software will not operate in conjunction with the Server Software without the Server Software being activated. User Licenses for other CITRIX PRODUCTS or other editions of the same PRODUCT may not be used to increase the allowable use of the PRODUCT. CITRIX grants to you the following worldwide, non-exclusive rights (subject to termination as set forth below and as to Evaluation PRODUCTS) to the Server Software and Client Software and accompanying documentation (collectively called the “SOFTWARE”):

a. Server Software. You may install the Server Software on an unlimited number of servers. The Server Software may only be used to provision Clients in support of the number of concurrent sessions for which you have purchased User Licenses. If you have purchased your User Licenses as part of another Citrix product, you are entitled to use this SOFTWARE as follows:

i. Citrix XenDesktop VDI, Enterprise or Platinum Edition: You may use this SOFTWARE to provision desktop operating systems to desktop virtual machines and server operating systems to server virtual machines that are part of the XenDesktop deployment. In addition, for the Enterprise and Platinum Editions only, you may also use this SOFTWARE to provision desktop operating systems to physical desktops or thin-client devices as well as server operating systems to physical servers that are part of the XenDesktop deployment; or

. Citrix XenApp Enterprise or Platinum Edition: You may use this SOFTWARE to provision an unlimited number of licensed XenApp servers (Platinum Edition only) and to provision unlimited virtual desktop machine sessions used for application hosting through XenApp; or

i. Citrix Essentials for XenServer Enterprise or Platinum Edition: You may use this SOFTWARE to provision unlimited virtual machine sessions on each licensed XenServer host. In addition, you may use this SOFTWARE to provision the XenServer host software to a single XenServer Platinum licensed machine and any other workload to up to three additional machines (Platinum Edition only); or

ii. Citrix Essentials for Hyper-V Enterprise or Platinum Edition: You may use this SOFTWARE to provision unlimited virtual machine sessions on each Essentials-licensed Microsoft Hyper-V host.

b. Client Software. The Client Software may be installed on an unlimited number of Clients. The Client Software may only be used to create Virtual Disk images for use with the Server Software.

c. Perpetual License. If the SOFTWARE is “Perpetual License SOFTWARE,” the SOFTWARE is licensed on a perpetual basis and includes the right to receive Subscription (as defined in Section 3 below).

d. Annual PRODUCT. If the SOFTWARE is “Annual License SOFTWARE,” your license is for one (1) year and includes the right to receive Updates for that period (but not Subscription as defined in Section 3 below). For the purposes of this AGREEMENT, an Update shall mean a generally available release of the same SOFTWARE. To extend the License, you must purchase and install an additional License prior to the expiration of the current License. Note that if a new License is not purchased and installed, Annual SOFTWARE disables itself upon the expiration of the License period.

e. Not For Resale. If this SOFTWARE is labeled “Not For Resale,” notwithstanding any term to the contrary in this Agreement, your license permits use only if you are a current CITRIX authorized distributor or reseller and then only for demonstration, test, or evaluation purposes in support of your customers. Not for Resale SOFTWARE may not be used for customer training. Note that Not for Resale SOFTWARE disables itself on the “time-out” date identified on the SOFTWARE packaging.

f. Evaluation. If this SOFTWARE is labeled “Evaluation,” notwithstanding any term to the contrary in this Agreement, your license permits use only for your internal demonstration, test, or evaluation purposes. Note that Evaluation SOFTWARE disables itself on the “time-out” date identified on the SOFTWARE packaging.

g. Developers’ Edition. If this SOFTWARE is labeled “Developers’ Edition,” notwithstanding any term to the contrary in this Agreement, your license permits use only for your internal development of product(s) to operate in conjunction with the SOFTWARE. You receive no license hereunder to incorporate the SOFTWARE or any portion thereof in your own product(s).

h. Internal Use Only. If this SOFTWARE is labeled “Internal Use Only,” notwithstanding any term to the contrary in this Agreement, your license only permits use if you are a current CITRIX authorized distributor or reseller and then only for your own internal business use.

i. Archive Copy. You may make one (1) copy of the SOFTWARE in machine-readable form solely for back-up purposes, provided that you reproduce all proprietary notices on the copy.

2. HOSTING RIGHTS. You may use the Server Software to provide provisioning services to third parties (“Hosting”). As a part of such Hosting, you must copy and distribute the Client Software, with its electronic, click-to-accept license, to such third parties.

3. SUBSCRIPTION RIGHTS. Your subscription for Perpetual License SOFTWARE (“Subscription”), including any Subscription offerings you purchase which include SUPPORT, shall begin on the date the User Licenses are delivered to you by email. Should User Licenses be delivered to you on a tangible license card, Subscription shall instead begin on the date you request that the User Licenses be allocated to you through mycitrix.com. Subscription shall continue for a term of one (1) year thereafter unless terminated sooner (the “Subscription Term”). During the Subscription Term, CITRIX may, from time to time, generally make Updates available for licensing to the public. For the purposes of this AGREEMENT, an Update shall mean a generally available release of the same SOFTWARE. Upon general availability of Updates during the Subscription Term, CITRIX shall provide you with one (1) copy of each such Update for each copy of the SOFTWARE originally licensed to you pursuant to this AGREEMENT to support up to the number of User Licenses you are entitled to base on your purchase of Subscription for such User Licenses, without additional charge. Any such Updates so delivered to you shall be considered SOFTWARE under the terms of this AGREEMENT, except they are not covered by the Limited Warranty applicable to SOFTWARE, to the extent permitted by applicable law.

You acknowledge that CITRIX may develop and market new or different computer programs or editions of the SOFTWARE that use portions of the SOFTWARE and that perform all or part of the functions performed by the SOFTWARE. Nothing contained in this AGREEMENT shall give you any rights with respect to such new or different computer programs or editions. You also acknowledge that CITRIX is not obligated under this AGREEMENT to make any Updates available to the public. Any deliveries of Updates shall be Ex Works CITRIX (Incoterms 2000).

4. SUPPORT. You may buy SUPPORT for the SOFTWARE. SUPPORT, excluding any Subscription offerings which include SUPPORT (see Section 2 above), shall begin on the date of purchase and shall run for a one (1) year term subject to annual renewal. SUPPORT, including SUPPORT included as part of Subscription offerings, is sold including various combinations of Incidents, technical contacts, coverage hours, geographic coverage areas, technical relationship management coverage, and infrastructure assessment options. An "Incident" is defined as a single SUPPORT issue and reasonable effort(s) needed to resolve it. An incident may require multiple telephone calls and off-line research to achieve final resolution. The Incident severity will determine the response levels for the SOFTWARE. Unused Incidents expire at the end of each annual term. SUPPORT may be purchased for the SOFTWARE until SOFTWARE End-of-Life in accordance with the CITRIX Product Support Lifecycle Policy posted at www.citrix.com. SUPPORT will be provided remotely from CITRIX to your locations. Where on-site visits are mutually agreed, you will be billed for reasonable travel and living expenses in accordance with your travel policy. CITRIX' performance is predicated upon the following responsibilities being fulfilled by you: (i) you will designate a Customer Support Manager ("CSM") who will be the primary administrative contact; (ii) you will designate Named Contacts (including a CSM), preferably each CITRIX certified, and each Named Contact (excluding CSM) will be supplied with an individual service ID number for contacting SUPPORT; (iii) you agree to perform reasonable problem determination activities and to perform reasonable problem resolution activities as suggested by CITRIX. You agree to cooperate with such requests; (iv) you are responsible for implementing procedures necessary to safeguard the integrity and security of SOFTWARE and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures; (v) you are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at your site and providing CITRIX with access to your facilities as required to operate the SOFTWARE and permitting CITRIX to perform the service called for by this AGREEMENT and (vi) you are required to implement all currently available and applicable hotfixes, hotfix rollup packs, service packs or their equivalent to the SOFTWARE in a timely manner. CITRIX is not required to provide any SUPPORT relating to problems arising out of (i) your or any third party's alterations or additions to the SOFTWARE, operating system or environment that adversely affects the SOFTWARE (ii) Citrix provided alterations or additions to the SOFTWARE that do not address Errors or Defects; (ii) any functionality not defined in the PRODUCT documentation published by CITRIX and included with the PRODUCT; (iii) use of the SOFTWARE on a processor and peripherals other than the processor and peripherals defined in the documentation; (iv) SOFTWARE that has reached End-of-Life; and (v) any consulting deliverables from any party. An "Error" is defined as a failure in the SOFTWARE to materially conform to the functionality defined in the documentation. A "Defect" is defined as a failure in the SOFTWARE to conform to the specifications in the documentation. In situations where CITRIX cannot provide a satisfactory resolution to your critical problem through normal SUPPORT methods, CITRIX may engage its product development team to create a private fix. Private fixes are designed to address your specific situation and may not be distributed by you outside your organization without written consent from CITRIX. CITRIX retains all right, title, and interest in and to all private fixes. Any hotfixes or private fixes are not SOFTWARE under the terms of this AGREEMENT and they are not covered by the Limited Warranty or Infringement Indemnification applicable to SOFTWARE, to the extent permitted by applicable law. With respect to infrastructure assessments or other consulting services, all intellectual property rights in all reports, preexisting works and derivative works of such preexisting works as well as installation scripts and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the assessment are and shall remain the sole and absolute property of CITRIX, subject to a worldwide, non-exclusive license to you for internal use.

5. DESCRIPTION OF OTHER RIGHTS, LIMITATIONS, AND OBLIGATIONS. The SOFTWARE may not be used to deliver individual applications outside the context of delivering an entire desktop image. Unless expressly permitted by applicable law, you may not rent, timeshare, or lease the SOFTWARE, but you may make a one-time, permanent transfer of the SOFTWARE and accompanying written materials to a third party as a part of the sale or transfer of all or substantially all of your assets, provided you promptly notify CITRIX of the transfer and retain no copies and the third party agrees to the terms of this AGREEMENT prior to the transfer. If you purchased User Licenses in the SOFTWARE to replace other CITRIX licenses for other CITRIX SOFTWARE and such replacement is a condition of the transaction, you agree to destroy those other CITRIX licenses and retain no copies after installation of the new User Licenses and SOFTWARE. You shall provide the serial numbers of such replaced licenses and corresponding replacement User Licenses to the reseller, and upon request, directly to CITRIX for license tracking purposes. You may not otherwise modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for backup as permitted above) the SOFTWARE, except to the extent such foregoing restriction is expressly prohibited by applicable law. You may not remove any proprietary notices, labels, or marks on any SOFTWARE. To the extent permitted

by applicable law, you agree to allow CITRIX to audit your compliance with the terms of this AGREEMENT upon prior written notice during normal business hours.

YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE OR ANY COPY IN WHOLE OR IN PART, OR GRANT ANY RIGHTS IN THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY CITRIX OR ITS SUPPLIERS.

You hereby agree, that to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give you the right to perform any of the aforementioned activities without the consent of CITRIX to gain certain information about the SOFTWARE, before you exercise any such rights, you shall first request such information from CITRIX in writing detailing the purpose for which you need the information. Only if and after CITRIX, at its sole discretion, partly or completely denies your request, shall you exercise your statutory rights.

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8. PROPRIETARY RIGHTS. No title to or ownership of the software is transferred to you. CITRIX and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the SOFTWARE, including any adaptations or copies. You acquire only a limited license to use the SOFTWARE.

9. EXPORT RESTRICTION. You agree that you will not export, re-export, or import the SOFTWARE in any form without the appropriate government licenses. You understand that under no circumstances may the SOFTWARE be exported to any country subject to U.S. embargo or to U.S.-designated denied persons or prohibited entities or U.S. specially designated nationals.

10. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER CITRIX NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS ARISING FROM YOUR USE OF THE SOFTWARE, SUBSCRIPTION (INCLUDING SUBSCRIPTION WITH SUPPORT) OR SUPPORT, OR DAMAGE ARISING FROM YOUR PARTICIPATION IN HOSTING OR USE OF THIRD PARTY SOFTWARE OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE SOFTWARE, SUBSCRIPTION (INCLUDING SUBSCRIPTION WITH SUPPORT) OR SUPPORT, REFERENCE MATERIALS, OR ACCOMPANYING DOCUMENTATION; OR YOUR EXPORTATION, RE-EXPORTATION, OR IMPORTATION OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR THE SOFTWARE, SUBSCRIPTION (INCLUDING SUBSCRIPTION WITH SUPPORT) OR SUPPORT AT ISSUE. YOU ACKNOWLEDGE THAT THE LICENSE OR SUPPORT FEE REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. For purposes of this AGREEMENT, the term "CITRIX AFFILIATE" shall mean any legal entity fifty percent (50%) or more of the voting interests in which are owned directly or indirectly by Citrix Systems, Inc. Affiliates, suppliers, and authorized distributors are intended to be third party beneficiaries of this AGREEMENT.

11. TERMINATION. This AGREEMENT is effective until terminated. You may terminate this AGREEMENT at any time by removing the SOFTWARE from your computers and destroying all copies and providing written notice to CITRIX with the serial numbers of the terminated licenses. CITRIX may terminate this AGREEMENT at any time for your breach of this AGREEMENT. Unauthorized copying of the SOFTWARE or the accompanying documentation or otherwise failing to comply with the license grant of this AGREEMENT will result in automatic termination of this AGREEMENT and will make available to CITRIX all other legal remedies. You agree and acknowledge that your material breach of this AGREEMENT shall cause CITRIX irreparable harm for which monetary damages alone would be inadequate and that, to the extent permitted by applicable law, CITRIX shall be entitled to injunctive or equitable relief without the need for posting a bond. Upon termination of this AGREEMENT, the license granted herein will terminate and you must immediately destroy the SOFTWARE and accompanying documentation, and all back-up copies thereof.

12. U.S. GOVERNMENT END-USERS. If you are a U.S. Government agency, in accordance with Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)), you hereby acknowledge that the SOFTWARE constitutes "Commercial Computer Software" and that the use, duplication, and disclosure of the SOFTWARE by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this standard commercial license AGREEMENT. In the event that, for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, you hereby acknowledge that the Government's right to use, duplicate, or disclose the SOFTWARE are "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2) (June 1987), or DFARS 252.227-

7014(a)(14) (June 1995), as applicable. Manufacturer is Citrix Systems, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida, 33309.

13. **AUTHORIZED DISTRIBUTORS AND RESELLERS.** CITRIX authorized distributors and resellers do not have the right to make modifications to this AGREEMENT or to make any additional representations, commitments, or warranties binding on CITRIX.

14. **CHOICE OF LAW AND VENUE.** If provider is Citrix Systems, Inc., this AGREEMENT will be governed by the laws of the State of Florida without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, you consent to the exclusive personal jurisdiction and venue in the State and Federal courts within Broward County, Florida. If provider is Citrix Systems International GmbH, this AGREEMENT will be governed by the laws of Switzerland without reference to the conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, you consent to the exclusive personal jurisdiction and venue of the competent courts in the Canton of Zurich. If provider is Citrix Systems Asia Pacific Pty Ltd, this AGREEMENT will be governed by the laws of the State of New South Wales, Australia and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, you consent to the exclusive personal jurisdiction and venue of the competent courts sitting in the State of New South Wales. If any provision of this AGREEMENT is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this AGREEMENT in a manner consistent with the original intent of the AGREEMENT.

15. **HOW TO CONTACT CITRIX.** Should you have any questions concerning this AGREEMENT, or want to contact CITRIX for any reason, write to CITRIX at the following address: Citrix Systems, Inc., Customer Service, 851 West Cypress Creek Road, Ft. Lauderdale, Florida 33309; Citrix Systems International GmbH, Rheinweg 9, CH-8200 Schaffhausen, Switzerland; or Citrix Systems Asia Pacific Pty Ltd., Level 3, 1 Julius Ave., Riverside Corporate Park, North Ryde NSW 2113, Sydney, Australia.

16. **TRADEMARKS.** Citrix is a registered trademark of Citrix Systems, Inc., in the U.S. and other countries. Hyper-V is a trademark of Microsoft Corporation in the U.S. and other countries.

EXHIBIT C

ACCEPTABLE USE POLICY

This Acceptable Use Policy (the “**Policy**”) describes activities that are prohibited when using the Services or the ClubDrive website located at www.clubdrive.com (the “**Website**”). The Policy is incorporated by reference into the Agreement governing your use of the Services. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your access to the Services.

Defined Terms

Capitalized terms used herein and not defined have the meaning set forth in the Agreement.

Changes

We reserve the right, at our discretion, to update or revise this Policy from time to time by posting the change to the Website, or by providing 30 days’ written notice in the case of a material change. The revised Policy will become effective as of the earlier of: (i) the start of any Renewal Term with a commencement date at least 30 days after our posting of the revised Policy, or (ii) 30 days following written notice to you of a material change to the Policy. In the event of a material change to this Policy that would adversely impact your continued use of the Services, you may terminate the Agreement by giving us written notice of your objection to the revised Policy and election to terminate prior to the effective date of such revised Policy. If you elect to terminate, you may continue using the Services for up to an additional 60 days and the terms of the prior Policy will govern such continued use. Alternatively, we may decide to waive the change with respect to your use of the Services and keep your Agreement in place for the remainder of the Term.

User Conduct, Prohibited or Unlawful Use

In order to provide valuable Services that meet the needs of all of our customers, the rules set forth herein have been established to protect against abuse. Use of the Website or Services for any purposes that are unlawful or in any manner which could damage, disable, overburden or impair the operation of the Website, the Platform or the Services, or any other party’s use or enjoyment of the Website, the Platform or the Services, is strictly prohibited. Specifically, you may not:

- Attempt to use or gain unauthorized access to data, accounts, hosts, servers, systems or networks of this site, or to probe, scan or test the vulnerability of a system or network of this site, any of the Services or those of any other party.
- Interfere with any Services to any User, host or network including, without limitation, mail-bombing, flooding, or attempts to overload the system
- Forge any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting
- Falsify address information or otherwise modify e-mail headers to conceal the sender's or the recipient's identity
- Use this site or ClubDrive Services to engage in activities that violate any terms or conditions of any other network access provider or Internet service provider

Additionally, you may not, by use of any of the Services or another service, upload, post or otherwise distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information that:

- Infringes the intellectual property rights of any entity or individual
- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other reason

- Is posted in violation of a newsgroup charter
- Contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer
- Has a negative effect on ClubDrive or its network (including, without limitation, overloading servers on the ClubDrive Network; causing portions of the ClubDrive Network to be blocked by other network providers; generates unresolved third party complaints or complaints which, in the discretion of ClubDrive, impose an unreasonable administrative burden on ClubDrive, etc., constitutes unsolicited or duplicative e-mail (commercial or otherwise)
- This prohibition extends to the sending of unsolicited and/or mass e-mailings from any ClubDrive account, or via another service which in any way (i) implicates the use of the Website or Services, ClubDrive's equipment or any ClubDrive e-mail address; (ii) that is relayed from any ClubDrive or third party's mail servers without permission; (iii) which employs techniques to hide or obscure the source of the e-mail; (iv) which are sent, or caused to be sent, to or through the ClubDrive Platform that makes use of or contains invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing which may be deemed to be counterfeit.
- A communication is unsolicited if any of the following apply: (1) recipient's email address was not obtained through a personal or customer relationship between recipient and sender and recipient did not affirmatively consent to receive communications from sender, or (2) recipient has opted out of receiving communications from sender when given notice of the opportunity to do so.
- Senders should: (i) confirm that the actual owner of each email address, particularly email that are part of a list, agreed to receive email and/or bulk email from the sender; (ii) include their email and/or physical address in any bulk mailings; (iii) provide recipients with an effective means of removing their email from lists; and (iv) otherwise comply with all laws and regulations applicable to such communications.

PLEASE NOTE: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including (but not limited to) those provided by the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") (P.L. 108-187) or the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.).

ClubDrive reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from being sent from or transmitted through the ClubDrive Platform. ClubDrive reserves the right, without prior notice, to perform vulnerability tests on systems residing on IP address space belonging to ClubDrive which may be allocated for Customer use. The purpose of such testing includes, but is not limited to, testing of mail servers or proxy servers for unrestricted third party relaying. ClubDrive will use commercially reasonable efforts to ensure that such testing will not adversely affect Services provided to Customer or compromise the security of Customer's network. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

Your participation in online communication or use of any Services is not edited, censored or otherwise controlled by ClubDrive. However, ClubDrive reserves the right to (but is under no obligation to) monitor content on the Website, Platform and any ClubDrive Services and to remove content, disable sites, or suspend or terminate services if ClubDrive, in its discretion, determines such content or user practices are harmful, offensive, or otherwise in violation of this Policy.

Unlawful or Unauthorized Use: ClubDrive may discontinue the furnishing of Services, when it deems it necessary to take such action to prevent the unlawful or unauthorized use of Services, by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Customer authorization or access codes. ClubDrive also may suspend the origination of domestic or international traffic associated with any or all Services if ClubDrive deems such action necessary to prevent the unlawful or unauthorized use of the Services due to the failure, in whole or in part, of any fraud detection system utilized by ClubDrive.

International Use

The Services are for use in the United States. ClubDrive makes no representation that the Services or the materials available on this Website are appropriate or available for use in locations outside the United States, and using or accessing them from territories where their contents are illegal is prohibited. Those who access the Website or Services from other locations are responsible for compliance with local law.

Intellectual Property Rights

Trademark: ClubDrive; the ClubDrive design logo; and all other related names, design marks, product or feature names are registered and/or common law trademarks and/or service marks of ClubDrive in the United States and/or other countries.

You acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on the Website or through the Services. Nothing on the Website shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content, technology, system, process, or related material belonging to ClubDrive by virtue of it being displayed or made accessible on the Website. You agree not to use the Website or Services in any manner that would infringe, violate, dilute or misappropriate any intellectual property rights of ClubDrive or any third party.

If you use a domain name or content in connection with the ClubDrive web hosting, or any other web hosting service, you must not use that domain name or content in any way which violates any trademark, service mark, or similar rights of any third party.

Internet Relay Chat Rules

You must not use any programs that may or will interfere with another's use of this site or ClubDrive Services. You must not run any Internet Relay Chat ("IRC") robot on any IRC server which might interfere with the Services or otherwise violate this Policy. When logged into any IRC server, you must comply with the rules and policies established by that IRC's service administrator.

Customer Violations

Copyright and trademark infringement and other unlawful behavior by Customers are prohibited. ClubDrive takes customer violations seriously and will investigate complaints and, where appropriate, may remove content, disable sites, suspend or terminate services, or take other action as necessary.

General Complaints

Please send reports of any activity in violation of this Acceptable Use Policy to compliance@clubdrive.com. ClubDrive will reasonably investigate incidents involving such violations. ClubDrive may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may result in criminal and civil liability.

Copyright/Trademark Infringement Complaints

If you believe that your copyright or trademark has been used by a ClubDrive customer without permission, such that the use may constitute infringement of your intellectual property rights, please notify us by email at: compliance@clubdrive.com.

EXHIBIT D

SUPPORT SUPPLEMENT

Response Times

Unless otherwise specified in a Customer's Order Pages, the following outlines the levels of Support set forth in this Agreement:

Support Availability:

In Scope Support is available as follows:

- Telephone support is provided during Business Hours (i.e., 9:00 am to 5:00 pm Eastern Time, Monday – Friday (not including holidays)).
- Email support is provided during Business Hours.
- We will make reasonable efforts to respond to telephone or email support requests received outside of Business Hours, but are not responsible for meeting the response times set forth below until the next Business Day (i.e., Monday – Friday, not including holidays).

Out of Scope Support is available as scheduled by the parties. Many times our personnel providing In Scope Support will be able to provide Out of Scope Support when requested.

Priorities:

ClubDrive will respond to In Scope Support incidents and/or requests submitted by Customer during Business Hours within the following time frames:

0-1 Business Hours for issues classified as High Priority

Within 24 Business Hours for issues classified as Medium Priority

Within 3 Business Days for issues classified as Low Priority

Charges:

There is no additional charge for In Scope Support. For Support that is Out of Scope, we will charge on an hourly basis for each 6 minute interval, or fraction thereof, at our then published rates or the rates set forth on the Order Pages. For example, if one of our employees spends 33 minutes explaining to one of your employees how to use a feature of Microsoft Excel, the charges will equal .6 times the applicable hourly rate.

Additional Definitions Applicable to this Supplement:

“High Priority” means the Platform has crashed or is otherwise unavailable.

“Medium Priority” means significant functionality is not available and such absence is materially impairing the operation of the business or non-profit.

“Low Priority” means there is a significant problem but it is not, at least yet, significantly affecting your operations.

EXHIBIT E

PAYMENT SUPPLEMENT

- **“Monthly Recurring Charge” or “MRC”** means the charges you owe us for the Services each month, as set forth in the Order Pages or in a Growth Order, which is subject to adjustment as set forth in Section 8.1 of the Terms and Conditions. All MRC amounts are due on the 1st day of each month for that month and must be paid by the 10th day of each month. Payments of MRC received after the 10th day of the month due will be considered past due and will be subject to a “Late Payment Fee” of 5% or \$50 whichever is greater. Increases in MRCs take effect as of the first day of the month following such change.
- Past due MRC amounts will accrue interest at a rate of 18% APR from the 1st day of the month in which they are due until they are paid in full, or the maximum amount permitted by law, whichever is greater.
- Payments must be made by ACH, American Express, Visa, MasterCard and Discover (Credit Card MRCs must be under \$1,000.00 and any MRC over \$1,000.00 must be paid by ACH).
- Fees for Out of Scope Support and any other services not included in the MRC, including any professional services (“Non-Recurring Charges”) are due and payable 30 days from the date of ClubDrive’s invoice, unless otherwise specified on the invoice. Past due Non-Recurring Charges will accrue interest at a rate of 18% APR from the day they are due until they are paid in full, or the maximum amount permitted by law, whichever is greater. If payment for Non-Recurring Charges has not been made within 30 days of the invoice date, the outstanding balance will be charged to the “on file” payment method used for MRC payments on the 1st or 15th, whichever is soonest, after 30 days and interest to be paid on the past due time period will be collected in the same manner.
- **Recovery of Collection Cost:** Unless otherwise prohibited by law, you shall reimburse us for any costs incurred by us in undertaking any collection activity, including but not limited to the reimbursement of reasonable attorneys’ fees. You further agree to the rates of \$1,000.00 per hour for our attorneys with partner level experience and \$750.00 per hour for associate attorneys and waive any argument over attorneys’ fees or whether the rates are reasonable.
- **Billing Errors.** ClubDrive’s obligation with respect to any errors resulting in Customer overpayments for Services is limited to granting invoice credits equal to the dollar amounts erroneously billed. Under no circumstance will any billing error affect the Customer’s obligation to pay fees due and payable for Services rendered and used.
- **Credit Cards or ACH.** Upon your giving us your credit card or ACH information, you agree that we may, and are authorized to, charge your credit card or ACH account for payment in the correct amount when due, which may be in advance, which payment may vary from time to time as provided in this Agreement, for each recurring period of this Term and for additional charges and fees that may accrue at any time and from time to time.
- **Returned checks, declined credit card transactions, declined ACH transactions and any charge backs** will be subject to a “Billing Complications Fee” of the greater of \$100 or 5% of the amount of a payment that is owed consequently being delayed. This is in addition to the interest that will apply as provided above from the date such sum was due.

START OF SERVICE DATE: The Start of Service Date, unless otherwise specified in writing, will be the date Customer is notified by Company that Service is available for use. Billing will commence on the Start of Service Date.

Inquiries can be made to accounting@clubdrive.com.