



GolfNow Software License/Marketing/Technology Agreement and Order Form

The following Agreement between GolfNow, LLC ("GOLFNOW") and Griffin City GC ("COURSE") (collectively the "PARTIES") shall be effective as of September 9, 2014 (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for the following of COURSE's golf courses: Griffin City CG. This Agreement hereby terminates and supersedes the 'Master License Agreement' (the "MLA") between COURSE and Crescent Systems, Inc. ("CRESCENT") dated September 9, 2014 as GOLFNOW has acquired CRESCENT and the PARTIES hereto wish to continue the previously established business relationship under the terms and conditions of this Agreement. This Agreement shall be governed by the Standard Terms and Conditions attached hereto as Appendix A (incorporated herein by this reference). The initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. COURSE's Total Payment to GOLFNOW shall be in the amount indicated below, in exchange for which GOLFNOW shall provide COURSE with access to the below-referenced services (the "Services") upon COURSE's request, and an annual license to the below-referenced software (the "Software").

Crescent Systems Software: GOLFNOW shall grant COURSE a continued license to use the legacy CRESCENT software granted in the MLA during the Term.

GolfNow Core Platform:

- Promotion of COURSE and COURSE tee time inventory on Golfnow.com and GolfNow's network of partner websites;
- Marketing of COURSE across GOLFNOW assets (could include TV, web, print, radio, grassroots);
- Demand-based pricing support, Revenue at risk analysis, Tee sheet management services, Dedicated market management team, Real-time reporting; and
- GolfNow Central Technology: Web-based log in access, inclusive of online tools for managing tee time inventory and revenue management and auto adjust technology.

COURSE Booking Engine and Facebook Booking Engine:** GOLFNOW shall develop COURSE's own golf course booking engine (to be hosted on COURSE website) and COURSE Facebook Booking Engine (if applicable). Course shall make Trade Times available for purchase on the Booking Engine(s). Among the features available for COURSE are: Customizable booking engine components, Multiple rate options, Promotional code technology.

GolfNow Mail: GOLFNOW shall develop COURSE Mail Customer Marketing Tool (to be integrated into COURSE GolfNow Central login). Among the features available for COURSE are: Multiple design and template options, Email marketing, customer profiles and segmentation.

Website and Mobile Website Development and Hosting: GOLFNOW shall develop COURSE's own customized and unique desktop website and mobile website (each to be hosted on COURSE-owned domains), utilizing one of several GOLFNOW templates designed to highlight specific COURSE features and programs. GOLFNOW and COURSE shall work cooperatively to identify appropriate COURSE features.

TeeTimes.com: GOLFNOW shall include COURSE on TeeTimes.com website and mobile application.

Total Payment: 2 Trade Times per day per golf course

COURSE Signature: _____

Printed Name: RYAN McLEMORE

GOLFNOW Signature: Neil MacKenzie

Printed Name: Neil MacKenzie

Trade Time: one 18-hole foursome (with cart) per day made available for sale by GOLFNOW for its own benefit, the tee time of which shall be mutually agreed upon within the time period beginning 30 minutes after sunrise and ending 4.5 hours prior to dusk. GOLFNOW shall have the ability to sell Trade Times for 1-4 players and the price is at the discretion of GOLFNOW. Trade Times shall be available for purchase on COURSE website, golfnow.com and GOLFNOW's network of partner websites.

****Split Online Fee:** if COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain \$1.24/round and remit the remainder to COURSE.

Appendix A

Standard Terms and Conditions

1. **GOLFNOW Services.** GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COURSE tee times and enhancing COURSE's technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites or any other distribution channel. COURSE shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall make every effort to maintain its inventory in the most up-to-date manner possible, with proper communication to GOLFNOW regarding changes in availability, course conditions, etc... The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.
2. **GOLFNOW Software.** GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the FORE Reservations Software (the "Software") as set forth on the included Order Form. COURSE may use the Software for the purpose of managing and marketing COURSE's golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.
3. **Fees and Pricing.** COURSE's only payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. In the event that COURSE does not comply with the pricing requirements hereunder or otherwise fails to cooperate with the terms of this Agreement (each a "Non-Compliance Event"), COURSE shall be required to pay GOLFNOW a fee of \$250/month for each month after the first instance of any Non-Compliance Event through the end of the current Term.
4. **Term and Termination.** The initial Term of this Agreement shall be for two (2) years and shall be non-cancellable. Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in writing at least thirty (30) days prior to any renewal term. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COURSE shall delete and return all Software and all copies and sign a statement certifying same.
5. **Support and Training.** GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.
6. **Data Security.** Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The Parties represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified.
7. **Limited Warranties and Remedies.** Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be either repair/replacement of the Software.
8. **Limitation of Liability.** EXCEPT FOR THIRD PARTY LIABILITIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

9. Ownership of Property and Data. All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing. To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COURSE to GOLFNOW upon the earlier of termination of this Agreement due to breach or expiration of the Term.

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

11. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto – between COURSE and GOLFNOW. Except as otherwise provided herein, GOLFNOW may amend the terms and conditions of this Agreement by giving COURSE at least 60 days prior written notice thereof and giving COURSE the option to terminate this Agreement within 30 days of receipt of such notice. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties. The Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that COURSE shall not assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of GOLFNOW, which consent shall not be unreasonably withheld, conditioned, or delayed. GOLFNOW may assign all or part of its rights and obligations under this Agreement to (i) any of its divisions, affiliates or subsidiaries, (ii) its parent company, or (iii) any of its parent company's divisions, affiliates or subsidiaries. A sale of substantially all of the stock or assets of a party, or the reorganization or merger of a party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect.

Traffic Assignment Request for comScore Inc. Reporting

I, RYAN McLEMORE (Name), CHAIRPERSON (Title) of
CITY OF GRIFFIN certify that GRIFFIN GOLF COURSE (COURSE)

- a) is the majority owner of the URLs listed below
- b) enjoys a legitimate business relationship with Golf Channel justifying the aggregation of this traffic, and
- c) requests assignment of the traffic to these URLs from COURSE to Golf Channel; in the comScore Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that the COURSE will independently contribute traffic associated with the publisher from the assigned URLs in the syndicated audience reports for those entities where Golf Channel elects to include these URLs. This assigned traffic will contribute to Golf Channel's overall traffic, while remaining independently reportable. These URLs may not be assigned to any other company. In the event that comScore Inc. receives multiple requests for assignment of the same URL, comScore Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore Inc. to determine that the assignment of traffic is consistent with comScore Inc. reporting rules. comScore Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Inc. reporting rules. If necessary, comScore Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if COURSE is not the named registrant of the URLs listed below, COURSE must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by COURSE.

I understand that acceptance of this letter by comScore Inc. imposes no legal liability whatsoever on comScore Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that the COURSE is fully responsible for timely notification to comScore Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

COURSE shall indemnify and hold harmless comScore Inc. from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses) arising out of any allegation of improper assignment of the URLs pursuant to this letter.

[List of URLs here]

Signature

CHAIRPERSON

Title

Date

RYAN McLEMORE

Name

CITY OF GRIFFIN MUNICIPAL GOLF COURSE

COURSE