

THIS MASTER LICENSE AGREEMENT ("AGREEMENT") GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES PROVIDED BY CAMPMINDER, LLC , A COLORADO LIMITED LIABILITY COMPANY ("CAMPMINDER"), WHETHER IN CONNECTION WITH A SERVICE PLAN OR A FREE TRIAL OF THE SERVICES. This Agreement is effective as of the date you accept it (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. You represent that you are at least 18 years of age.

OVERVIEW

CampMinder provides an online service that allows Authorized Users to submit input and obtain results using one or more of CampMinder's various Software Products using only a web browser and Internet connection. The intended use of the Software Products is to help manage and administer Licensee's camp (the "Camp").

DEFINITIONS

"Administrative User" shall mean an individual who is currently or proposed to be employed or retained by Licensee and designated by Licensee to manage and maintain the Licensee Data using CampMinder's services.

"Authorized User" shall mean an individual who is either an Administrative User or a CampInTouch User.

"CampInTouch User" shall mean an individual who is a current, former or prospective staff member of Licensee, current or former camper of Licensee, or a parent, guest, legal guardian, or caregiver thereof, who is authorized under this Agreement to use the Software Products. No one other than an Authorized User may access and use the Software Products.

"CampMinder System" shall mean the CampMinder Software Products (including the Online Forms) developed, deployed and delivered by CampMinder, including, among other things, underlying software and applications.

"Confidential Information" means all trade secrets, business and financial information, software, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party and is marked or identified as confidential, or disclosed in circumstances that would lead a reasonable person to believe such information is confidential.

"Data Protection Law" means all federal, state, local and foreign laws, statutes, regulations, rules, and official guidance applicable to the protection of Personal Data under this Agreement in all relevant jurisdictions.

"Licensee Data" shall mean all data (including but not limited to Personal Data) imported into the CampMinder System or input into the CampMinder System by Authorized Users of the Software Products.

"Online Forms" shall mean the Software Products which permit CampInTouch Users to input data.

"Order Form" shall mean the CampMinder Order form that sets forth the Software Products, payment information and such other terms and conditions, attached hereto and incorporated herein by this reference, and shall be subject to and governed by the terms and conditions of this Agreement.

"Personal Data" means all information that CampMinder receives from Licensee or Authorized Users in the course of this Agreement that identifies or can be used to identify any specific individual or otherwise concerns the personal

circumstances of an identified individual and accordingly is protected under Data Protection Law. Personal Data includes without limitation “nonpublic personal information” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), “Personal Data” as defined in Regulation (EU) 2016/679 (together with any national implementations thereof, “GDPR”), and “personal information” as defined under the Massachusetts Standards for the Protection of Personal Data of Residents of the Commonwealth (201 CMR 17.01 et seq.).

“Software Products” shall refer to the then-current version (inclusive of any updates or modifications thereto) of those computer program modules and accompanying graphical user interfaces described in Order Form to this Agreement.

“Third Party Service” shall mean a third party (non CampMinder) product or service that interoperates with the Software Products and that Licensee or its Authorized Users may access in connection with using the Software Products, including by way of example and not limitation credit card processing or background check services.

TERMS AND CONDITIONS

1. GRANT OF LICENSES AND RELATED RIGHTS

A. SCOPE OF LICENSES

1. GENERALLY

During the Term, CampMinder grants to Licensee, and Licensee accepts, a non-exclusive, revocable, nontransferable, limited license on the terms set forth herein to access and use the Software Products only with the CampMinder modules specified by Licensee from among those listed in Order Form. Licensee shall prevent unauthorized access to or use of the Software Products, and notify CampMinder promptly of any such unauthorized access or use.

As between CampMinder and Licensee, all data input into the CampMinder System by an Authorized User is considered Licensee Data owned exclusively by Licensee. CampMinder acknowledges that Licensee Data is valuable property of Licensee, and CampMinder warrants that it will use commercially reasonable efforts to back-up Licensee’s data in accordance with CampMinder’s then current data backup policy. Licensee is solely responsible for the accuracy, quality and legality of Licensee Data and the means by which Licensee acquired the Licensee Data. Licensee may designate one or more Administrative Users who shall have limited access to the Licensee Data on a need-to-know basis. Licensee is solely responsible for the actions and omissions of each Administrative User including, among other things, designating the Software Products to which such individual has access and restricting his or her use and disclosure of Confidential Information. Licensee acknowledges that, except for the limited license expressly granted hereunder and the Licensee Data, all right, title, and interest in and to the Software Products and the associated applications and functionality of the Software Products are and shall remain CampMinder’s sole and exclusive property, and that the Software Products shall not be used in any manner except as expressly permitted by this Agreement.

2. AUTHORIZED USERS

To access and use the Software Products, one must be an Authorized User. Licensee must protect and ensure the confidential nature of each Authorized User’s Login ID and password, as well as the Licensee Data and Licensee is solely responsible for the use of Each Authorized User’s Login ID and password. Licensee shall designate one or more Administrative Users and shall allow such Administrative Users limited access to the Licensee Data on a need-to-know basis. Licensee is solely responsible for the actions and omissions of each Administrative User including, among other

things, designating the Software Products to which such individual has access and restricting his or her use and disclosure of Confidential Information. Licensee acknowledges that CampMinder intends to require each Authorized User to contractually agree to certain provisions as a precondition to use of the CampMinder System, which provisions may be modified and supplemented from time to time, including without limitation, the then-current version of the CampMinder Terms of Use (available at: <https://campminder.com/terms-of-service/>).

3. PROHIBITED ACTS

Licensee shall not, nor shall it permit any Authorized User or any other individual or entity to: (a) use or access the Software Products except as expressly permitted by this Agreement; (b) disassemble, decompile, or decrypt any applications, software, source code, or other computer language that provides or helps to provide functionality (including query results) in the Software Products, or that otherwise powers or comprises the Software Products; (c) remove, alter, cover, or obscure the copyright or other proprietary notices appearing in the Software Products; (d) alter, modify, or prepare derivative works based on any software or application accessible through the Software Products; (e) sell, license, rent or otherwise make available the Software Products or a Third Party Service to, or use any part of the Software Products or a Third Party Service for the benefit of, anyone other than Licensee or Authorized Users; (f) use the Software Products or a Third Party Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) use the Software Products or a Third Party Service to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses; (h) interfere with or disrupt the integrity or performance of the Software Products or third-party data contained therein; (i) attempt to gain unauthorized access to the Software Products or its related systems; (j) access the Software Products in order to build a competitive service or to benchmark with a non-CampMinder service; or (k) reverse engineer the Software Products (to the extent such restriction is permitted by law).

B. CAMPMINDER'S WARRANTIES AND DISCLAIMERS

CampMinder warrants that the Software Products will perform substantially in accordance with the applicable documentation for the respective Software Products. THIS WARRANTY IS THE ONLY WARRANTY MADE BY CAMPMINDER WITH RESPECT TO THE CAMPMINDER SYSTEM OR THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CAMPMINDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT. Further, the warranty set forth above: (a) is contingent upon Licensee's proper use of the Software Products and compliance with the terms of this Agreement; (b) does not guarantee execution or operation of the Software Products without interruptions, bugs, or errors, or that all errors will be corrected; (C) DOES NOT COVER ANY BREACHES to the extent CAUSED BY THIRD PARTY HOSTING , INTERNET, or other third party SERVICE PROVIDERS outside the control of campminder; (D) does not apply to Licensee Data or to data (INCLUDING PERSONAL DATA) TO THE EXTENT THE input, output, accuracy, and/OR suitability OF which are made by, or under control of, Licensee or an Authorized User; (E) does not guarantee that the Software Products and/or the related applications will meet Licensee's requirements or operate in the combinations Licensee may select or use; (F) is automatically and immediately void upon any material breach of this Agreement by Licensee or an Authorized User, or upon any access or use of the Software Products not permitted by this Agreement; and (G) will become void if the alleged breach is not duly reported to CampMinder within fifteen (15) days after Licensee becomes aware thereof. CAMPMINDER'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY SHALL BE, AT CAMPMINDER'S OPTION, FOR CAMPMINDER TO CORRECT SUCH NONCONFORMITY BY REPAIR, REPLACEMENT, RECONFIGURATION, OR SUITABLE WORKAROUND, OR TO TERMINATE THIS AGREEMENT AND REFUND THE PORTION OF THE LICENSE FEE ACTUALLY RECEIVED BY CAMPMINDER DIRECTLY

RELATING TO THE NONCONFORMING SOFTWARE PRODUCTS IN THE PRIOR TWELVE (12) MONTH PERIOD TO THE CLAIM ARISING.

C. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF DATA, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. EXCEPT LIABILITIES ARISING FROM LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT LICENSEE'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT" SECTION BELOW. IT IS THE SOLE RESPONSIBILITY OF LICENSEE TO MAINTAIN A STORED BACKUP COPY OF LICENSEE'S DATA IN THE EVENT THAT THE SOFTWARE PRODUCTS ARE RENDERED UNAVAILABLE FOR ANY LENGTH OF TIME.

D. PAYMENT

Licensee shall pay CampMinder the amounts, and at the times, specified in Order Form for the license granted under Section 1(a)(1) hereof and other products and services that CampMinder may provide from time to time. The license fee may increase each year to account for inflation, development enhancements, increased costs of doing business, and otherwise; provided CampMinder provides you with at least thirty (30) days prior written notice (email sufficient). The parties acknowledge and agree that new products, new modules and new versions of the CampMinder System shall not be limited by the price increases more specifically described herein. All amounts billed by CampMinder are due within 30 days of the invoice date. CampMinder is hereby irrevocably authorized to withdraw the invoice amount from Licensee's funds on or after the specified payment date, unless Licensee advises CampMinder in writing within ten days after receiving the invoice that such withdrawal is not authorized, setting forth the applicable reasons. Without limiting CampMinder's other remedies, if any payment owed by Licensee is unpaid more than 30 days from the invoice date, CampMinder may (1) add late fees of 1.5% per month to the amount due, (2) accelerate Licensee's fee obligations for the remaining term of this Agreement so that all such fees become immediately due and payable, and (3) suspend services to Licensee until such amounts are paid in full. **BY PROVIDING THE FOREGOING AND SIGNING AND RETURNING THE AGREEMENT AND ASSOCIATED ONBOARDING INFORMATION, LICENSEE HEREBY AUTHORIZES CAMPMINDER TO WITHDRAW THE APPLICABLE AMOUNTS FROM LICENSEE'S CHECKING ACCOUNT IN ACCORDANCE WITH THIS AGREEMENT FROM THE EFFECTIVE DATE UNLESS LICENSEE ADVISES CAMPMINDER, IN WRITING WITHIN TEN (10) DAYS AFTER CAMPMINDER PROVIDES WRITTEN NOTICE OF ITS INTENT TO MAKE ANY SUCH WITHDRAWAL, THAT SUCH WITHDRAWAL IS NOT AUTHORIZED AND SETTING FORTH THE APPLICABLE REASONS**

E. TRAINING; CONSULTATION

CampMinder agrees to provide consultation via telephone and via CampMinder's electronic ticketing system regarding the use of the CampMinder System to Authorized Users, at the hours and in the manner, specified in Schedule C. CampMinder shall use commercially reasonable efforts to respond to Licensee's requests for assistance with reasonable

care and speed. Licensee acknowledges that delays in response time may result from time to time because, among other things, CampMinder requires additional information from Licensee in order to provide the information or resolution to address the Licensee request(s). Licensee also acknowledges that delays may result due to unforeseen technical and/or personnel problems encountered by CampMinder. If CampMinder determines that Licensee's requests for consultation are excessive in scope of hours, frequency of consultation, speed of resolution or otherwise, CampMinder shall notify Licensee and may, but has no obligation to, provide enhanced consultation at an additional fee in accordance with Order Form.

F. PROPRIETARY RIGHTS AND LICENSES

Subject to the limited rights expressly granted under this Agreement, CampMinder and its licensors reserve all right, title and interest in and to the Software Products, and in and to the trademarks, trade names, copyrights, patents, graphics, text and other material appearing on the CampMinder System, including all related intellectual property rights. No rights are granted to Licensee under this Agreement except as expressly set forth herein. Licensee grants to CampMinder, its affiliates and applicable contractors a world-wide, royalty free, perpetual, irrevocable, and non-exclusive license to use, distribute, reproduce, modify, and display the Licensee Data, as reasonably necessary for CampMinder to (i) provide the Software Products in accordance with this Agreement; (ii) evaluate and provide benchmarking, analytics and trends for Licensee and, on an aggregated basis, evaluate and provide trends, analytics, best practices, and benchmarking for CampMinder, third parties and its other customers; and (iii) improve the Software Products and associated services. Except for the limited license granted herein, no rights in Licensee Data are granted to CampMinder under this Agreement. Licensee grants to CampMinder and its affiliates a world-wide, royalty free, perpetual, irrevocable, and non-exclusive license to use and incorporate into CampMinder's and/or its affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by Licensee or its Authorized Users relating to the operation of the Software Products or CampMinder's services.

G. CONFIDENTIALITY

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Licensee's Confidential Information includes Licensee Data; CampMinder's Confidential Information includes the Software Products; and Confidential Information of each party includes the terms of this Agreement (including pricing). Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) is received from a third party, or known to the Receiving Party prior to its disclosure by the Disclosing Party, without breach of any obligation owed to the Disclosing Party, or (c) was independently developed by the Receiving Party.

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (and at least reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

H. COMPLIANCE WITH LAWS AND REGULATIONS

Licensee shall comply with all applicable laws and regulations in connection with this Agreement including, without limitation, as to disclosure or use of all information and materials which CampMinder obtains on behalf of Licensee or Licensee's campers, parents, staff and affiliated persons and entities.

I. PRIVACY AND DATA SECURITY

During the course of the Agreement, CampMinder may receive or have access to Personal Data of Licensee. CampMinder agrees and covenants that it will use and disclose Personal Data solely and exclusively for the purposes for which the Personal Data, or access to it, is provided pursuant to the terms and conditions of this Agreement. Further, each Party shall comply with all Data Protection Laws applicable to the parties' respective collection, use, disclosure and other processing of Personal Data hereunder. Without limiting the generality of the foregoing, Licensee represents and warrants that it has, and will obtain, all right, title, and interest in and to any Licensee Data provided hereunder which may be necessary for CampMinder to process such Personal Data for the purposes set forth herein, including in connection with the analysis and monitoring of Licensee's and its Authorized Users' use of the Software Products, and in connection with the legitimate non-commercial business and information security operations of Licensee.

In the event the Parties must enter into any agreement or additional provisions to maintain compliance with all applicable Data Protection Laws, the Parties shall negotiate in good faith to agree to such additional terms, including any processing terms required under the GDPR. Licensee represents that it is not subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), will not provide any information that is subject to HIPAA to CampMinder, and will promptly advise CampMinder if Licensee becomes or provides any information subject to HIPAA.

CampMinder will maintain reasonable and appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data, including Personal Data. In the event that any Personal Data is disclosed by CampMinder (or its employees, subcontractors or agents) to an unauthorized third party (a "Data Breach"), then CampMinder shall give notice to Licensee, with full particulars if known, and shall commence an investigation of any such incident. Licensee shall be solely responsible for providing any notices or providing any remedies required by applicable Data Protection Law.

J. THIRD PARTY SERVICES

Licensee or its Authorized Users may use the Software Products to obtain one or more Third Party Services from the provider that CampMinder retains from time to time to provide that Third Party Service (a "Third Party Provider"). If Licensee chooses to use a Third Party Service, Licensee grants CampMinder permission to allow the Third Party Provider to access Licensee's Data as required for the interoperation of that Third Party Service with the Software Products.

CampMinder does not guarantee or warrant the continued availability of any Software Products features designed to interoperate with Third Party Services. CampMinder may cease providing such features without entitling Licensee to any refund, credit, or other compensation, if for example and without limitation, the Third Party Provider ceases to make the Third Party Service available for interoperation with the Software Products in a manner acceptable to CampMinder. FURTHER, THE THIRD PARTY SERVICES, FEATURES TO SUPPORT SUCH THIRD PARTY SERVICES AND THE INTEROPERATION WITH SOFTWARE PRODUCTS ARE PROVIDED "AS-IS," "WHERE IS" AND AS AVAILABLE. TO THE EXTENT PERMITTED BY LAW, CAMPMINDER, AS IT RELATES TO THE THIRD PARTY SERVICES, FEATURES TO SUPPORT SUCH THIRD PARTY SERVICES AND THE INTEROPERATION WITH SOFTWARE PRODUCTS, EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE

TERMS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

Any acquisition by Licensee of Third Party Services, and any exchange of data between Licensee and any Third Party Provider, is solely between Licensee and the Third Party Provider. If Licensee or any Authorized User obtains Third Party Services, whether or not introduced or recommended by CampMinder, LICENSEE, ON BEHALF OF ITSELF AND ITS AFFILIATES, AGREES TO LOOK ONLY TO SUCH THIRD PARTY PROVIDER FOR ANY CLAIM RELATING TO SUCH THIRD PARTY SERVICES. Without limiting the preceding sentence, CampMinder is not responsible for any disclosure, modification or deletion of Licensee's Data resulting from access by such Third Party Service or its provider. Licensee shall comply with the terms of service of any Third Party Service with which Licensee uses the Software Products, and CAMPMINDER SHALL BE ENTITLED TO RELY AS A THIRD PARTY BENEFICIARY ON ANY LIMITATIONS ON LIABILITY CONTRACTUALLY IMPOSED BY A THIRD PARTY PROVIDER RELATING TO LICENSEE OR ITS AFFILIATES.

If Licensee elects to use any of the Software Products or the Third Party Services, Licensee hereby acknowledges and agrees that Licensee shall be solely responsible for obtaining all necessary consents from its users for any Third Party Provider or CampMinder to share Personal Data, which would specifically include biometric information related to facial recognition and related technologies. Further, Licensee acknowledges and agrees that it will only use such biometric information related to facial recognition and related technologies in accordance with all applicable laws and regulations, including Data Protection Laws.

K. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless CampMinder, its affiliates and their respective owners, management, employees, agents, successors and assigns from and against any liability, cost or expense (including attorney's fees), arising out of or relating to any breach of this Agreement by Licensee or its Authorized Users.

2. MISCELLANEOUS

A. BINDING EFFECT; ASSIGNMENT

This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto and the indemnified parties, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, and no other person shall be deemed a third-party beneficiary under or by reason of this Agreement. Licensee shall not sell, transfer, lease, assign, pledge, mortgage or otherwise dispose of any of the rights, privileges, duties, and obligations granted or imposed hereunder without CampMinder's prior consent. Notwithstanding anything to the contrary contained herein, CampMinder may freely assign this Agreement to any affiliate or subsidiary or to a third party pursuant to any acquisition, merger or change of control of CampMinder.

B. ENTIRE AGREEMENT; SURVIVAL; AMENDMENT; WAIVER

This Agreement constitutes the entire agreement between CampMinder and Licensee and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof expressly including any license agreement between the parties. The provisions of the following sections, and the applicable schedules referred to therein, will survive the termination or expiration of this Agreement for any reason: Section 1(a) (3), 1(c), 1(g), 1(h), 1(i),

and Section 2 all except (c) and (f). Unless otherwise expressly provided in this Agreement, no delay or omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement. Notwithstanding anything to the contrary contained herein, CampMinder reserves the right, in its sole discretion to make any changes to the Software Products or associated services (including Third Party Services) that it deems necessary or useful, including but not limited to: (a) maintain or enhance: (i) the quality or delivery of the Software Products to its customers; (ii) the competitive strength of or market for the Software Products; or (iii) the Software Products cost efficiency or performance; or (b) to comply with applicable laws or regulations. CampMinder may modify or amend this Agreement at any time and will post access to details of any modifications or amendments to this Agreement on the homepage of our website at [https://campminder.com/___]. Changes will not apply retroactively and generally will become effective 14 days after they are posted. However, changes addressing new functions for a Service or made for legal reasons will be effective immediately. If you don't agree to any modified or amended terms in the Agreement, you must stop using the Services. Your continued use of the Software Products after the effective date of any changes constitutes your agreement to follow and be bound by such changes.

C. TERM

This agreement has an initial term of one year, and it shall automatically renew each year on the anniversary of the Effective Date (the "Anniversary Date") for successive one (1) year periods unless terminated by either party on written notice at least sixty (60) days prior to an Anniversary Date (the "Term").

D. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws provisions thereof. Each of the parties irrevocably and unconditionally agrees that any legal proceeding arising under or in connection with this Agreement except those seeking injunctive relief shall be brought exclusively in the Federal or state courts in the County of Boulder in the State of Colorado, where both parties consent to jurisdiction and venue and service of process by any means permitted therein. THE PARTIES IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT. Licensee has read and understood this Agreement and has consulted with an attorney to the extent Licensee has deemed advisable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

E. TERMINATION

Upon any material breach by Licensee, including, but not limited to, any breach of the restrictions on Software Products use contained herein, CampMinder may terminate this Agreement and the license granted hereunder, or suspend CampMinder's services to Licensee until such breach is cured. Termination or suspension will not be exclusive of any other remedy available under this Agreement or applicable law. Upon termination of this Agreement for any reason whatsoever, (i) the license granted Licensee shall immediately cease and terminate, (ii) Licensee shall immediately cease use of the Software Products and (iii) Licensee shall immediately make any payments due to CampMinder.

F. TRIAL PERIOD; REFUNDS

During the first ninety (90) days after the Effective Date (the "Trial Period"), Licensee may terminate this Agreement and receive a refund, upon notice to CampMinder specifying the circumstances with as much detail as practical. Except as described in this Section 2(f), the license fee is nonrefundable.

NOTWITHSTANDING SECTION 1.B OR ANYTHING TO THE CONTRARY CONTAINED HEREIN, DURING THE TRIAL PERIOD THE SOFTWARE PRODUCTS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

If this Agreement is terminated by Licensee during the Trial Period, CampMinder shall refund in full the license fees paid under this Agreement. If this Agreement is terminated by CampMinder in accordance with Section 1.E, Licensee shall immediately pay any unpaid fees covering the remainder of the term of this Agreement. In no event will termination relieve Licensee of Licensee's obligation to pay any fees payable to CampMinder for the period prior to the effective date of termination.

G. OUTAGES; ALTERNATIVE ACCESS

In the event of a failure or malfunction of the CampMinder site for a continuous period of seventy-two hours or more such that Licensee cannot access CampMinder for the purposes delineated herein (an "outage"), CampMinder will use commercially reasonable efforts to provide alternative access to the CampMinder System and Licensee Data. These steps may include, at CampMinder's option, using a different Internet host, data center or bandwidth provider. Any delays or failure in performance by any party under this Agreement shall not be considered a breach of this Agreement if, and to the extent, caused by occurrences beyond the reasonable control of the party affected, including, but not limited to, acts of God, governmental restrictions, power outages, fire, flood, explosion or the like.

H. NOTICES

Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if sent by overnight mail, registered mail or certified mail, postage prepaid, by facsimile (with receipt confirmed telephonically) or by hand, to the parties at the addresses set forth above or such other address as either party provides with reasonable advance notice.

I. SEVERABILITY

If any provision of this Agreement shall be held invalid, unenforceable or void, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

J. USE OF LICENSEE NAME

CampMinder shall be permitted to use Licensee's name, and to generally disclose the services provided to Licensee hereunder, provided that CampMinder does not disclose any Confidential Information relating to Licensee or its operations.

K. MERCHANT PROCESSING; CREDIT CARD DATA

1. USE OF DESIGNATED MERCHANT PROCESSING PARTNER

If Licensee elects to process credit card payments or ACH e-check payments through CampMinder, then Licensee shall do so by entering into a separate agreement with either (i) CampMinder (or its affiliate or subsidiary) or (ii) the merchant processing partner designated by CampMinder, which agreement shall contain such terms and conditions as Licensee and either (i) CampMinder (or its affiliate or subsidiary) or (ii) such merchant processing partner agree upon from time to time. Fees charged by payment processing providers may change from time to time. Except for data collected through either (i) CampMinder (or its affiliate or subsidiary) or (ii) the merchant processing partner designated by CampMinder, Licensee shall not under any circumstances use the Software Products to collect or store credit card or bank account information of its users.

2. USE OF NON-DESIGNATED MERCHANT PROCESSING PARTNER

If Licensee elects to process credit card payments or ACH e-check payments through the Software Products but not through a merchant processing partner designated by CampMinder (“Non-Designated Processing Provider”), then Licensee may select such Non-Designated Processing Provider and process payments through such Non-Designated Processing Provider; provided Licensee enters into a separate agreement with such Non-Designated Processing Provider which agreement shall contain any and all such terms and conditions for the provision of credit card processing as Licensee and such Non-Designated Processing Provider agree upon from time to time. Except for data collected through the such Non-Designated Processing Provider, Licensee shall not under any circumstances use the Software Products to collect or store credit card or bank account information of its users.

In exchange for CampMinder permitting the Licensee to utilize the Software Products with a Non-Designated Processing Provider, Licensee shall pay CampMinder a convenience fee (“Convenience Fee”) of 0.20% of every dollar processed through the Non-Designated Processing Provider via the Software Products. At the end of each month, CampMinder will invoice Licensee the Convenience Fee as determined by the dollars processed through the Non-Designated Processing Provider each month. CampMinder reserves the right to increase the Convenience Fee in its sole discretion effective upon notice to Licensee.

I. COUNTERPARTS

This Agreement may be executed by facsimile, electronic signature, pdf or other electronic means in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument binding on the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

SCHEDULE A

CAMPINTOUCH USER AGREEMENT

This CampInTouch User Agreement (this “Agreement”) located at [https://campminder.com/___] is a binding agreement between the user (“you”) and CampMinder, LLC, a Colorado limited liability company that furnishes certain services to the Camp, together with its affiliates and assignees (collectively “CampMinder” or “we” or “us”). This Agreement governs your use of the resources and services (including photo and email systems) provided through CampMinder’s web application for parents of campers (the “CampInTouch System”).

Terms of Use

IF YOU DO NOT AGREE WITH ALL OF THIS AGREEMENT AND THE CAMPMINDER PRIVACY POLICY (<https://campminder.com/privacy-policy/>), YOU ARE NOT AUTHORIZED TO ACCESS THE CAMPINTOUCH SYSTEM AND YOUR USE OF THE CAMPINTOUCH SYSTEM SHALL BE DEEMED ACCEPTANCE OF THESE TERMS AND THE CAMPMINDER PRIVACY POLICY. If you do not agree with this Agreement, or do not understand it, please exit the CampInTouch System immediately or terminate your account by calling us at 303-444-CAMP (2267).

Your use of the CampInTouch System will always be governed by this Agreement and the Privacy Policy posted at the time, whether you have reviewed them or not.

For any questions please contact us at 303-444-CAMP (2267).

SCHEDULE B

BACKGROUND SEARCH SERVICES

CampMinder may provide Licensee with the option of obtaining certain background check services selected from the options set forth in the applicable Software Product module from time to time (the "Services"). As a precondition to obtaining the Services, Licensee agrees to the terms and conditions set forth in (i) this Agreement including, in particular, this Schedule B and (ii) any "end user certification" and/or other documentation required by the background check fulfillment company that CampMinder retains from time to time to provide the Services (the "Background Check Provider"). For these Services, Licensee agrees to pay the amount specified in the "check out window" from time to time, plus any additional fees incurred as a result of an automatically triggered additional search, as described in the checkout process. The provisions of this Schedule B shall control in the event of any conflict with any other provision of this Agreement, including the Schedules thereto.

1. WARRANTY; DISCLAIMER OF WARRANTY.

CampMinder warrants that CampMinder will accurately communicate Licensee's order to the Background Check Provider and will accurately communicate the results provided within seven (7) business days of receiving them from the Background Check Provider. The warranty set forth in this section will become void unless Licensee reports any deficiencies in the Services provided under this Schedule B to CampMinder in writing, within twenty-one (21) days after the performance of the Services.

CampMinder's entire liability and Licensee's sole and exclusive remedy for breach of the foregoing warranty shall be, at CampMinder's option, for CampMinder to correct such nonconformity by re-performance of the Services found to be deficient, or to refund the fees actually received by CampMinder with respect to the deficient Services.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ON BEHALF OF ITSELF AND ITS AFFILIATES, AGREES TO LOOK ONLY TO THE BACKGROUND CHECK PROVIDER FOR PERFORMANCE OF THE SERVICES.

CAMPMINDER SHALL BE ENTITLED TO RELY AS A THIRD PARTY BENEFICIARY ON ANY LIMITATIONS ON LIABILITY CONTRACTUALLY IMPOSED BY SUCH BACKGROUND CHECK PROVIDER RELATING TO LICENSEE OR ITS AFFILIATES. FURTHER, BACKGROUND CHECK PROVIDER SERVICES AND THE INTEROPERATION WITH SOFTWARE PRODUCTS ARE PROVIDED "AS-IS" AND AS AVAILABLE. TO THE EXTENT PERMITTED BY LAW, CAMPMINDER, AS IT RELATES TO THE BACKGROUND CHECK PROVIDER SERVICES AND THE INTEROPERATION WITH SOFTWARE PRODUCTS, EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE TERMS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

2. LIMITATION OF LIABILITY.

CAMPMINDER MAKES NO REPRESENTATION THAT THE INFORMATION RETRIEVED FROM GOVERNMENTAL AND OTHER DATABASES AND REPORTED TO LICENSEE IN CONNECTION WITH THE SERVICES IS TRUE, CORRECT OR COMPLETE.

Licensee acknowledges and agrees that it is Licensee's exclusive responsibility to use the background search information provided by CampMinder or the Background Check Provider in accordance with all applicable employment and other laws and that CampMinder shall have no liability or responsibility related to or arising from Licensee's illegal, unauthorized or improper use or disclosure of any background search information provided by CampMinder or the Background Check Provider to Licensee.

EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE FEDERAL FAIR CREDIT REPORTING ACT (AS AMENDED) AND SIMILAR STATE OR INTERNATIONAL DATA PROTECTION LAWS, CAMPMINDER'S AGGREGATE LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM ANY FAILURE OF CAMPMINDER TO CORRECTLY PROVIDE THE RESULTS OF THE RELEVANT SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE FOR SUCH SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM ARISING. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE FEDERAL FAIR CREDIT REPORTING ACT (AS AMENDED) AND SIMILAR STATE LAWS, IN NO EVENT SHALL CAMPMINDER BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE BACKGROUND SEARCH SERVICES OR THE INFORMATION PROVIDED BY CAMPMINDER TO LICENSEE.

3. INDEMNIFICATION.

Licensee shall indemnify and hold harmless CampMinder, its affiliates and their respective owners, management, employees and agents from any liability, cost or expense (including attorney's fees), directly or indirectly relating to any use or disclosure by Licensee or any of its directors, officers, employees, agents, or volunteers of any background search information provided by CampMinder to Licensee, and all losses, costs, damages, expenses and liabilities, including costs, penalties and attorney's fees, incurred by each of them as a result of such third party claims.

SCHEDULE C

GENERAL SUPPORT AND CONSULTATION POLICIES

For the purpose of support and consultation, CampMinder divides the year into two periods:

Summer Season (May 1 – August 31) Winter Season (September 1 – April 30)

CampMinder agrees to provide consultation by telephone and by CampMinder's Electronic Ticketing System in accordance with the following:

Electronic Ticketing System Support – This is the primary and most efficient way to submit and track support issues. CampMinder strongly encourages Administrative Users to initiate all support requests through the Electronic Ticketing System. During the Summer Season, tickets are monitored 7 days a week from 7:00 a.m. to 5:00 p.m., Mountain Time. During the Winter Season, tickets are monitored Monday through Friday, from 7:00 a.m. to 5:00 p.m., Mountain Time.

Office Phone Support Hours - Monday through Friday, 7:00 a.m. to 5:00 p.m., Mountain Time.

Summer Season Emergency Support - Outside of CampMinder's Office Phone Support Hours, CampMinder will use commercially reasonable efforts to provide Emergency Phone Support ("EPS") 24 hours per day during the Summer Season. EPS is available by calling the CampMinder office after regular business hours and following the system prompts. The Camp may expect a timely return call from CampMinder's on-call support member. CampMinder requests that EPS should be used with reasonable discretion.

National Holidays – CampMinder's support office is closed on national holidays, with the exception of Memorial Day and Independence Day. CampMinder provides limited Electronic Ticketing System support between Christmas Eve and New Year's Day.

Training

CampMinder provides one training session for each Software Product module licensed to Licensee hereunder at no additional cost and in accordance with the training policies and procedures set forth at <https://agreements.campminder.com> ("Training Policies and Procedures"). Training sessions are scheduled at mutually convenient times during Phone Support Hours. Each training session covers one or more specific Software Product module and shall be conducted in accordance with the Training Policies and Procedures. Licensee will designate one Administrative User to act as a single point of contact as a training coordinator (the "Specialist") for the Licensee. The Specialist is obligated to ensure that all training sessions are attended by the Licensee organization member deemed most appropriate to receive the training on the Software Product module. The same Administrative User may act as the designated Licensee member for multiple Software Product modules. Licensee acknowledges and agrees that any additional trainings beyond the initial training per Software Product module or for which Licensee does not adhere to the Training Policies and Procedures shall be provided at a rate of \$165 per hour with a one hour minimum and which rates are subject to change from time to time. Licensee may designate one or more replacement Specialists in writing from time to time. Licensee agrees that all questions pertaining to a Software Product module shall initially be routed to the Specialist assigned to that particular Software Product module prior to contacting CampMinder support.