Term	Modification	Rationale
Definitions	Added definitions of Confidential Information, Data Protection Laws, and Personal Data. In addition, clarified definitions of CampInTouch User, Confidential Information, Licensee Data, Order Form, Software Products and Third Party Services.	The additions and modification to this section were due, in large part, to changes in Privacy Law and Regulations, including the new EU GDPR. Further, certain of the clarifications were made to better reflect the enhancements and changes to the CampMinder Software and operations.
Section 1A Scope of License	Added the Order Form and clarified grant of license, authorized users and prohibited acts in the Scope of License Section.	The addition of the Order Form allows our customers and CampMinder to streamline the contracting process and simply add Order Forms as a customer desires to use additional CampMinder applications and solutions. The other specific changes to the Scope of License Section clarified the grant of license as well as how Authorized Users access and use the Software Products.
Section 1(B) Warranties, Disclaimers	Changed the warranty section to insert time frames for warranty and disclaim claims related to Third Party Services and software. Also clarified that CampMinder has the right to determine how to correct/repair Software Product or terminate Agreement and refund unused portion of Fees.	Added to make CampMinder's terms consistent with standard SaaS software licensing terms.
Section 1(C) Limitations of Liability	Simplified the section and made the limitations of liability mutual. Also, moved language regarding Third Party Services to Section 1(J).	Added to make limitations of liability mutual to both parties.
Section 1(D) Payments	Added the Order Form concept as the method of defining product modules and pricing. Provides to CampMinder the ability to (i) raise license fees on 30 days notice; (ii) charge interest on late payments, (iii) suspend services for late payment, and (iv) withdraw money from ACH. Also clarified that payments are due net 30.	These changes were made to reflect the current business practices of CampMinder related to payments, billing and collections. CampMinder will endeavor to communicate all changes stated here in accordance with our methods of operation and client service.
Section 1(E) Training; Consulting	This section was removed from the agreement and the details of the Training procedures have been relocated to legal.campminder.com/training-policies	This change was made to ensure that clients had easy access to the most current and accurate training policies which may be subject to change from time to time.

Section 1(F) Proprietary Right and Licenses	Streamlined language and clarified use and protection of Licensee Data, which could be used in aggregate to (i) provide Software Products, (ii) evaluate and provide benchmarking, analytics and trends for the Licensee and the industry and (iii) improve the Software Products and associated services.	Added to make CampMinder's terms consistent with standard SaaS software licensing terms.
Section 1(G) Confidentiality	Added a mutual Confidentiality provision to protect both parties confidential information.	These changes were made so that the parties could specifically agree that each party would treat the other parties information as confidential and is done so to reflect current business practices.
Section 1(H)-(I) Compliance with Laws and Privacy and Data Security	Added explicit language regarding treatment of Personal Data and compliance with GDPR, HIPPA, and Data Breaches.	There changes were made to better reflect CampMinder's business processes and in reaction to changes in privacy laws and regulations such as GDPR.
Section 1(J) (Third Party Services)	Added specific language regarding CampMinder making Third Party Services available to Camps and how the engagement with such third parties would work. Also, clarified that each time a Camp sends CampMinder Personal Data it must get consent from such users. Moved disclaimer language from Section 1(B) in order to consolidate all language regarding all third party services into a single section of the agreement.	This addition was made to clarify how Camps engage with those Third Party Service providers made available through CampMinder.
Section 1(K) Indemnification	Clarified indemnity from the Camps for claims related to breaches by Camps or Authorized Users.	Added to make CampMinder's terms consistent with standard SaaS software licensing terms.
Section 2(A) Binding Effect; Assignment	Added language allowing CampMinder to freely assign the agreement upon a change of control.	Added to make CampMinder's terms consistent with standard SaaS software licensing terms.
Section 2(B) Entire Agreement; Survival; Amendment and Waiver	Added the ability to modify or amend the Agreement when required. Also, added the ability to change the Software Products and/or any associated services to (i) modify/enhance Software Products or (ii) comply with laws.	Added to improve CampMinder's ability to improve its products more easily or comply with any new laws.
Section 2(C) Term	A change was made to the notice for non-renewal to 90 days. Language has been added to address the autorenewal of Summer Services and to allow a termination for convenience for CampMinder.	This change was made to give the parties more time to transition in the event of a termination or non-renewal and to clarify auto-renewals for Summer Services as well as the termination rights granted under the Agreement.

Section 2(D)	Added express waiver of a jury trial.	Added to reduce potential costs of litigation for clients and CampMinder.
Section 2(F) Trial Periods; Refunds	Added language to reflect how a Trial Periods applies to users of the software.	This addition was made to clarify how the concep of a Trial Period applies to new clients and to reflect CampMinder's current business practices.
Section 2(H) Notices	Added language requiring Camps to provide address changes so that we can properly send any required notices.	The addition gives CampMinder the ability to provide prompt updates or notices to current addresses.
Section 2(K) Merchant Processing; Credit Card Data	Added language to allow Camps to use both designated merchant processing partners and non-designated merchant processing partners. Included is an explanation of the applicable Convenience Fee for use of Non-Designated Merchant Processing Partners. Finally, specific language regarding responsiblity for PCI Compliance was also added.	This addition was made to clarify how methods o Merchant Processing currently apply and reflect CampMinder's current business practices. The additional mention of PCI compliance intends to make clear the responsibility on the part of the client
Schedule A Software Modules	This section was deleted and information about specific modules will now be added to the Order Form.	The addition of the Order Form allows our customers and CampMinder to streamline the contracting process and simply add Order Forms as a customer desires to use additional CampMinder applications and solutions.
Schedule B CampInTouch Agreement	Deleted and added links to the Terms of Service and Privacy Policy to Section 1(A)(2).	This change was made to simplify the Agreement and more accurately reflect what all users must agree to in the Terms of Service and the Privacy Policy.
Schedule C Background Search Services	Updated the disclaimer of warranty language and limitation of liability and moved to the new Schedule A.	Separates terms of agreement for Background Checks into Schedule A.
Schedule D General Support and Consultation Services	Created a new Schedule B, which includes our Training Policies and Procedures.	This addition was made to clarify how methods of Training and Support currently apply and reflect CampMinder's current business practices.