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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 this Agreement, and no other person shall be deemed a third-party beneficiary under this Agreement. Licensee shall not sell, transfer, lease, sublicense, 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, including, but not limited 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: The Preamble (introduction) paragraphs and Sections 1(A)(2)-(5), 1(B), 1(C), 1(D), 1(G), 1(H), 1(I), 1(J) and 1(K) of this Agreement, and all of Section 2 except for Sections 2(C) and 2(F) of this Agreement. 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 in exercising any right or privilege 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 Campminder System, 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.

## C. TERM OF THIS AGREEMENT

Unless otherwise specified in the applicable Order Form, this Agreement has an initial term of one year (the "Initial Term") and, following the Initial Term, 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 ninety (90) days prior to an Anniversary Date (the "Term"). Other than as set forth in Sections 2(C) and 2(E) of this Agreement, this Agreement may not be terminated prior to the end of the Term. Upon the termination of this Agreement for any reason, Campminder will not provide any refunds of prepaid fees or unused License Fees, and Licensee will promptly pay all unpaid Fees or other charges due under all active Order Forms through the end of the Initial Term or any current Term. For CampInTouch Summer Services and Third Party Services, this includes the amount Campminder derived from the cancelled services in the prior camp season multiplied by the number of years remaining in the then-active term.

For Licensees with Summer Services that have an active Summer Services Schedule, the Summer Service Schedule shall be amended to include the following: "Notwithstanding anything to the contrary contained herein, this CampInTouch Summer Services contract shall automatically renew November 1 of each subsequent year for a one-year period, unless either party provides written notice to the other party at least thirty (30) days prior to November 1 of any subsequent year that it desires for the CampInTouch Summer Services contract to terminate. Notwithstanding anything to the contrary contained herein, Campminder may terminate this Agreement or any Order Form for convenience and without liability (other than the repayment of any prepaid license fees for the remainder of the term after the effective date such termination for convenience) upon thirty (30) days prior written notice to Licensee.

## D. GOVERNING LAW

This Agreement, the subject matter thereof, and any disputes related to the foregoing, 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 had the opportunity to consult 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 OF THIS AGREEMENT AND THE LICENSES GRANTED UNDER

# THIS AGREEMENT

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 and right granted Licensee shall immediately cease and terminate, including all access to the Campminder System, (ii) Licensee shall immediately cease use of the Campminder System and Software Products and (iii) Licensee shall immediately make any payments due to Campminder. If this Agreement is terminated by Campminder in accordance with Section 2(E) of this Agreement, 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 an Fees payable to Campminder for the period prior to the effective date of termination.

## F. TRIAL PERIOD; REFUNDS

During the first ninety (90) days after the Effective Date of your original master license agreement with Campminder (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 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 2(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. EFFECT OF OUTAGES AND 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. Notwithstanding anything contained herein to the contrary, Campminder shall not be liable for any delay or failure to perform its obligations due to and outage or to circumstances beyond Campminder's control, such circumstances to include, without limitation, natural disasters; terrorism; labor disputes; war; declaration of governments; transportation delays; data center, computer and/or network failures; power outages; acts of civil or military authorities; interruptions in third-party telecommunications or internet equipment or service; introduction of viruses, worms, time bombs or Trojan horses to the Campminder System, site or Software Products; acts of God; pandemic; epidemic; or misuse of the Campminder System or the Software Products by Licensee.

## 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, return receipt registered or by hand, to the parties at the addresses set forth above or such other address as either party provides with reasonable advance notice, and shall be effective upon delivery. In the event that Licensee's address for notice changes during the Term, Licensee shall promptly provide Campminder with such new address in accordance with this Section 2(H) of this Agreement.

## I. SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal, unenforceable or void, such invalidity, illegality, unenforceability, or voidability will not affect any other terms or provision of this Agreement or Order Form or invalidate or render unenforceable such term or provision in any other jurisdiction and further a suitable and equitable provision shall be substituted therefore 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 of this Agreement 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

During the term hereof, Campminder agrees to maintain Payment Card Industry Data Security Standards ("PCI Standards") compliance to the extent required by law in order to provide the services described under this Section 2(K) of this Agreement. Licensee is responsible for its individual PCI Standards compliance and annual validation to its credit card services provider. Except for data collected through (i) Campminder (or its affiliate or subsidiary), (ii) the merchant processing partner designated by Campminder, or (iii) in explicitly designated, PCI Standards compliant sections of the Software Products, Licensee shall not use the Software Products to collect or store credit card or bank account information of its users.

### 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, and provided further, if Licensee makes such election under this Section 2(K)(1), Licensee hereby authorizes Campminder to access and use the Licensee Data, including Licensee's transaction records, statements, notices and other merchant processing data in the merchant processing partner's back office platform and administrative and reporting tools and systems. Fees charged by payment processing providers may change from time to time upon thirty (30) days prior written notice. Licensee acknowledges and agrees that the merchant processing partner and merchant bank for the processing of credit card payments or ACH e-check payments are not affiliated with Campminder, have been designated by Campminder for the convenience of the Licensee, and Campminder shall have no liability or obligation with respect to the actions or failure to act of such merchant processing partner and merchant bank, and the breach or violation by such parties of any agreement with Licensee or Campminder, or their violation of any applicable state or federal laws, rules, or regulations (including, without limitation, PCI Standards).

### 2. USE OF NON-DESIGNATED MERCHANT PROCESSING PARTNER

If Licensee desires 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 must get written consent from Campminder, which consent may be withheld in Campminder's sole discretion. Provided that Licensee obtains such consent from Campminder, 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.

In exchange for Campminder permitting the Licensee to utilize the Software Products with a Non-Designated Processing Provider, Licensee shall pay Campminder a fee ("Non-Designated Processor Fee") which Non-Designated Processor Fee shall be a percentage 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 Non-Designated Processor Fee as determined by the dollars processed through the Non-Designated Processing Provider each month. Campminder reserves the right to increase the Non-Designated Processor Fee in its sole discretion effective upon 30 days prior written notice (email sufficient) to Licensee. Licensee acknowledges and agrees that Campminder shall have no liability or obligation with respect to the actions or failure to act of such Non-Designated Processing Provider and any merchant bank associated with it, and the breach or violation by such parties of any agreement with Licensee or Campminder, or their violation of any applicable state or federal laws, rules, or regulations (including, without limitation, PCI Standards).

### 3. SURCHARGE PROGRAM

If Licensee elects to charge a fee to one of its current or prospective customers for paying Licensee with a credit card ("Surcharge Program"), Licensee agrees to the following terms and conditions:

**A.Compliance.** Licensee's participation in the Surcharge Program and all amounts charged by Licensee shall be in accordance with card network rules and applicable state and federal law, including without limitation regarding the amount of the surcharge, notification to Licensee's acquiring bank and the card brands, disclosures to consumers, that the surcharge amount is not charged separately, that the cardholder has the opportunity to cancel the transaction after the disclosures are made, and that surcharges will not be imposed on debit or prepaid card transactions. Licensee shall comply with, and shall be solely responsible for, all of the following (each of which as amended from time to time by relevant authority): (a) federal, state, and local laws and regulations; and (b) rules promulgated by any regulatory authority or any payment card network. Licensee shall not charge a surcharge in any jurisdiction in which such fee is prohibited. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CAMPMINDER, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, MANAGEMENT, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SURCHARGE PROGRAM IN ACCORDANCE WITH SECTION 1(K) ABOVE.

**b.Disclaimer and Limitations of Liability.** Campminder makes no warranty of any kind, express or implied, related to the Surcharge Program or CampMinder's participation in any Surcharge Program, and Campminder expressly disclaims any and all representations and warranties, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, availability, legal compliance, and non-infringement. Licensee acknowledges and agrees that it assumes all risk with respect to any Surcharge Program and its business practices, and that it is responsible to ensure that it is compliant with all laws, regulations, rules, and industry standards applicable to any surcharge activity. Campminder will not be liable for any direct, indirect, incidental special, or consequential damages, however arising, even if Campminder has been advised of the possibility of such damages.

### L. COUNTERPARTS

This Agreement may be executed by 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.

## SCHEDULE A

### 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 A, which incorporates the other provisions of this Agreement, except to the extent they conflict with this Schedule, 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 A shall control in the event of any conflict with any other provision of this Agreement, including the Schedules thereto.

## 1. WARRANTIES AND DISCLAIMER OF WARRANTIES REGARDING THE SERVICES.

Campminder warrants that Campminder will accurately communicate Licensee's order to the Background Check Provider and will use commercially reasonable efforts to 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 A 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 sole option, for Campminder to either (i) correct such nonconformity by re-performance of the Services found to be deficient, or (ii) 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.

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.

## 2. LIMITATION OF LIABILITY WITH RESPECT TO THE SERVICES.

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.

LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CAMPMINDER, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, MANAGEMENT, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO BACKGROUND SEARCH SERVICES IN

ACCORDANCE WITH SECTION 1(K) ABOVE.

## SCHEDULE B

### GENERAL SUPPORT AND CONSULTATION POLICIES

This Schedule B is part of, and incorporates the other provisions of this Agreement.

During the Term, Campminder will use commercially reasonable efforts to provide support and consultation by telephone and by Campminder's electronic ticketing system to Licensee and Authorized Users in accordance with the following:

- Electronic Ticketing System Support – This is the most efficient way to submit and track support issues. Campminder strongly encourages Administrative Users to initiate all support requests through the Campminder Electronic Ticketing System. Electronic support is offered to all Authorized Users.
- Telephone Consultation - Campminder also provides Telephone Consultation to help resolve support issues. Telephone support is offered to Administrative Users.

The days and hours of operation for the above support and consultation can be found at <https://legal.campminder.com>.

## 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://legal.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 modules 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.