

THIS MASTER LICENSE AGREEMENT ("AGREEMENT") GOVERNS THE USE OF AND ACCESS TO AND OF THE SOFTWARE PRODUCTS AND SERVICES, INFORMATION AND MATERIALS PROVIDED OR MADE AVAILABLE BY CAMPMINDER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CAMPMINDER"), WHETHER IN CONNECTION WITH A SERVICE PLAN (AS DEFINED IN THE ORDER FORM) OR A FREE TRIAL OF THE SERVICES. This Agreement is effective as of the date the user ("Licensee" or "you") accepts it (the "Effective Date"). Individuals accepting this Agreement on behalf of their employer or another entity represent and warrant that: (i) they have full legal authority to bind their employer, or the applicable entity, to these terms and conditions; (ii) they have read and understand this Agreement; (iii) they agree, on behalf of the party that they represent to the terms of this Agreement, and (iv) they are at least 18 years of age.

YOU AGREE CAMPMINDER MAY MODIFY OR AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE UPDATED AGREEMENT ON ITS SITE OR SENDING YOU THE UPDATED VERSION. WE ENCOURAGE YOU TO CHECK REGULARLY FOR UPDATES AT [HTTPS://LEGAL.CAMPMINDER.COM/MLA/](https://legal.campminder.com/mla/). CHANGES WILL BECOME EFFECTIVE 10 DAYS AFTER THEY ARE POSTED. HOWEVER, CHANGES ADDRESSING NEW FUNCTIONS FOR A SERVICE OR MADE FOR LEGAL OR REGULATORY 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.

## OVERVIEW

Campminder desires to provide online access to certain of its proprietary Software Products to Licensee, and Licensee desires to access the Campminder proprietary Software Products, subject to the terms and conditions of this Agreement. The intended use of the Software Products is to help manage and administer Licensee's own business.

## 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 or perform other actions on behalf of Licensee for Licensee's internal business purposes, using the Software Products and services and the Campminder System.

**"Authorized User"** shall mean an individual who is either an Administrative User or a Community User. No one other than an Authorized User may access and use the Software Products.

**"Community User"** (formerly a "CampInTouch User") shall mean an individual who is a current, former or prospective staff member of Licensee, current or former event attendee of Licensee ("Attendee"), 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.

**"Campminder System"** shall mean the Software Products developed, deployed and delivered by Campminder, including, among other things, the underlying software and applications.

**"Confidential Information"** means all trade secrets, business and financial information, software, machine and operator instructions, business methods, procedures, know-how, documentation and technical information, 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. Licensee's Confidential Information includes Licensee Data; Campminder's Confidential Information includes the Campminder System and the Software Products and all documentation or technical information

relating to the same; 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, or (c) was independently developed by the Receiving Party.

**"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.

**"Order Form"** shall mean the Campminder order form(s) that sets forth the Software Products, pricing information, 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. Unless otherwise terminated pursuant to this Agreement, each Order Form shall remain in full force and effect unless and until Licensee signs a new Order Form that specifically replaces such prior Order Form. Notwithstanding anything to the contrary contained herein, if Licensee has not signed an Order Form in connection with this Agreement related to its Software Products, pricing or payment terms and rather has signed a previous agreement with Campminder that includes a Schedule A (**"Schedule A"**) setting forth the Software Products and a Schedule E as amended with any price increases from time to time (**"Scheduled E"**) setting forth the pricing, payment terms and other terms and conditions, then the Licensee's Schedule A and Schedule E shall remain in full force and effect and be deemed the Order Form for the purposes of this Agreement until and unless the Licensee signs a new Order Form that sets forth the Software Products and pricing, payment and other terms. Notwithstanding anything to the contrary contained herein, if Licensee has not signed an Order Form for Campminder's photo, news, camper communication, and/or video system (**"Summer Services"**) in connection with this Agreement and rather has signed a previous agreement with Campminder that includes a Schedule E-1 or an Addendum (**"Summer Services Schedule"**) setting forth the Summer Services, pricing, payment and other related terms, then the Licensee's Summer Services Schedule shall remain in full force and effect and be deemed to be included in the definition of Order Form for the purposes of this Agreement until and unless the Licensee signs a new Order Form that sets forth or replaces the Summer Services.

**"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.), and "personal information" as defined in the California Consumer Privacy Act of 2018.

**"Software Products"** shall refer to the software, including, without limitations, modules and accompanying graphical user interfaces, application user interfaces, software development kits, or other software and related materials described in the Order Form to this Agreement or otherwise offered, provided or made available by Campminder or any third party on its behalf, or in connection with this Agreement, and all updates and modifications thereto, whether offered as a service over the internet, as a downloadable copy, or otherwise.

**"Third Party Service"** shall mean a third party (e.g., 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, transaction and merchant processing (including but not limited to the services described in Section 2(K) of this Agreement), API access or background check services.

## TERMS AND CONDITIONS

# 1. GRANT OF LICENSES AND RELATED RIGHTS

## A. SCOPE OF LICENSES

### 1. GENERALLY

During the Term and subject to and conditioned upon Licensee's payment of Fees and compliance with all other terms and conditions of the Agreement, Campminder grants to Licensee, and Licensee accepts, a non-exclusive, revocable, nontransferable, non-sublicensable, limited right and license to access and use the Software Product modules specified in the applicable Order Form(s) solely for Licensee's own business purposes. Licensee shall prevent any unauthorized access to or use of the Software Products, and notify Campminder promptly of any such unauthorized access or use.

### 2. YOUR DATA; HOW CAMPMINDER MAY USE YOUR DATA

Except as otherwise agreed upon by Licensee and Campminder or set forth in this Agreement, as between Campminder and Licensee, all data input into the Campminder System by an Authorized User is considered Licensee Data owned by Licensee.

Campminder agrees 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 their use and disclosure of Confidential Information, including, but not limited to Licensee Data.

### 3. AUTHORIZED USERS TO ACCESS AND USE OUR SOFTWARE PRODUCTS

To access and use the Software Products, one must be an Authorized User. Each Authorized User shall be assigned a unique identifier to access the Software products (a "Login ID"). Licensee must protect and ensure the confidential nature of each Authorized User's Login ID and password, as well as the Licensee Data. Licensee is solely responsible and liable for all uses of the Software Products, Licensee Data, and applicable documentation resulting from access provided by Licensee to any Authorized User or third party, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Campminder shall require that each Authorized User contractually agrees 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://legal.campminder.com/terms-of-service/>) and the Campminder Privacy Policy (available at <https://legal.campminder.com/privacy-policy/>). Campminder reserves the right to terminate any Authorized User's use or access of the Software Products or Campminder Confidential Information in its sole discretion.

### 4. ACTS REGARDING OUR SOFTWARE PRODUCTS THAT ARE NOT PERMITTED

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) use the Software Products or applicable documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, (i) interfere with or disrupt the integrity or performance of the Software Products or third-party data contained therein; (j) attempt to gain unauthorized access to the Software Products or its related systems; (k) access the Software Products in order to build or assist in building a competitive service or to benchmark with a non-Campminder service; (l) reverse engineer the Software Products; or (m) share credentials with or provide access to the Campminder System to users that are not Authorized Users.

## 5. ACCESS TO AND USE OF OUR APIs

Access and use of any application program interface (API), API specifications, and related software, information and materials which CampMinder may make available is governed by the CampMinder API License Terms, available at <https://Legal.Campminder.com/APILicenseAgreement/>. The API License Terms apply in addition to the terms of this Agreement. Unless expressly stated in this Agreement or the API License Terms, in the event of any contradiction between the API License Terms and this Agreement, the API License Terms shall prevail solely to the extent necessary to resolve the contradiction.

## 6. ACCESS TO AND USE OF ADDITIONAL SERVICES

Certain features, services, or Software Products may be governed by supplemental agreements and licenses that reference this Agreement ("Product Terms"). You may enter into these Product Terms as part of an Order Form or through you or your Authorized Users agreement to such terms with the Software Products. You agree to comply with all Product Terms applicable to the Software Products you purchase. The Product Terms will control to the extent of any inconsistency with this Agreement, except as otherwise specified in the Product Terms.

## B. CAMPMINDER'S WARRANTIES TO YOU AND CERTAIN DISCLAIMERS

Campminder warrants that the Software Products will perform substantially in accordance with the applicable and then-current Campminder 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. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 1(B) OF THIS AGREEMENT, THE CAMPMINDER SYSTEM IS PROVIDED "AS-IS" AND CAMPMINDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT. THIS WARRANTY: (A) IS CONTINGENT UPON LICENSEE'S USE OF THE SOFTWARE PRODUCTS IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT; (B) DOES NOT GUARANTEE ACCESS, USE, EXECUTION OR OPERATION OF THE SOFTWARE PRODUCTS WITHOUT INTERRUPTIONS, BUGS, OR ERRORS, OR THAT 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 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 AND SOLE 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

EXCEPT FOR LIABILITIES ARISING FROM LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, 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 EITHER 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 SECTION 1(D) OF THIS AGREEMENT. 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 AND TAXES

Licensee shall pay Campminder the amounts (the "**License Fee**"), and at the times, specified in the Order Form for the licenses granted and other products and services that Campminder may provide from time to time, including the Software Products. The License Fee may increase each year; provided Campminder provides you with at least thirty (30) days prior written notice via email or otherwise of the effective date of such increase. 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. In addition, Licensee shall be responsible for any applicable taxes, including without limitation, any sales, use, levies, duties, excise or any value added or similar taxes ("**Taxes**") payable with respect to Licensee's use of the Software Products and other goods and services provided to Licensee that are assessable by any local, state, provincial, federal, or foreign jurisdiction, other than taxes based upon Campminder's net income, assets, payroll, property and employees. Unless expressly specified otherwise in any Order Form, all fees, rates and estimates exclude Taxes. All amounts billed by Campminder are due within 30 days of the invoice date. 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, including, but not limited to, access to the Software Products, the Campminder System, the Licensee Data and general support, to Licensee until such amounts are paid in full. BY PROVIDING THE FOREGOING AND SIGNING THIS AGREEMENT AND ASSOCIATED ONBOARDING INFORMATION, LICENSEE, UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, HEREBY AUTHORIZES CAMPMINDER TO WITHDRAW THE APPLICABLE AMOUNTS FROM LICENSEE'S BANK 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

During the Term, 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 B. 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, (i) standard and emergency maintenance, (ii) a force majeure event, (iii) additional information is required from Licensee in order for Campminder to provide the information or resolution to address the Licensee request(s) and (iv) higher than expected call volume. Licensee also acknowledges that delays may result due to unforeseen technical and/or personnel problems encountered by Campminder. If Licensee requests additional consultation, Campminder may, but has no obligation to, provide such enhanced consultation at an additional fee in accordance with the Order Form.

## F. PROPRIETARY RIGHTS AND LICENSES

Licensee acknowledges that, except for the limited rights and license expressly granted hereunder and the Licensee Data, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software Products, or in and to the trademarks, trade names, copyrights, patents, graphics, text and other material appearing on the Campminder System (other than Licensee's trademarks, trade names or proprietary graphics). All right, title, and interest in and to the Software Products, the trademarks, trade names, copyrights, patents, graphics, text and other material appearing on the Campminder System and the associated applications (other than Licensee's trademarks, trade names or proprietary graphics) and functionality of the Software Products and all additions, modifications, derivatives, improvements, translations, compilations, thereof and thereto (collectively, "**Derivatives**") 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. In the event Licensee or any third party on its behalf creates, or acquires any right, title or interest in or to, any Derivatives, Licensee hereby grants to CampMinder an exclusive, perpetual, irrevocable, transferable, assignable, fully paid-up, royalty-free, worldwide, unlimited license to, with the right to sublicense (in multiple tiers) and to have others, reproduce, modify, create derivative works based upon, publicly perform, display, and broadcast, sell, distribute, make, import, use and exploit for any purpose (all such actions, "**Use**") such Derivatives. Licensee grants to Campminder a world-wide, royalty free, fully paid up, perpetual, irrevocable, assignable, transferable and non-exclusive license to, with the right to sublicense (in multiple tiers) and have others, Use the Licensee Data, as reasonably necessary for Campminder to (i) provide the Software Products and associated services (including access to Third Party Services) 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; (iii) improve the Software Products and associated services, and (iv) 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 Campminder. Licensee grants to Campminder and its affiliates a world-wide, royalty free, fully paid-up, perpetual, irrevocable, and non-exclusive license to, with the right to sublicense (in multiple tiers) and have others, Use any suggestion, enhancement request, recommendation, correction or other feedback provided by Licensee or its Authorized Users relating to the operation of the Software Products, the Campminder System or Campminder's services.

## G. CONFIDENTIALITY OF INFORMATION

A Party that receives Confidential Information ("Receiving Party") disclosed by the other party ("Disclosing Party") agrees to keep such information confidential, and 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 the licenses granted herein, 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 and its access and use of the Software Products, including, without limitation, as to disclosure or use of all Licensee Data and all other information and materials which Campminder obtains on behalf of Licensee or Licensee's campers, parents, staff, customers, event attendees and/or affiliated persons and entities.

## I. PRIVACY AND DATA SECURITY

During the term of this 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 any 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 providers that Campminder retains from time to time to provide that Third Party Service (each 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 operation 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 operate with Third Party Services. Campminder may cease providing such features without entitling Licensee to any refund, credit, or other compensation, including, without limitation, if the Third Party Provider ceases to make the Third Party Service available for operation with the Software Products in a manner acceptable to Campminder. FURTHER, THE THIRD PARTY SERVICES, FEATURES TO SUPPORT SUCH THIRD PARTY SERVICES AND THE OPERATION 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 OPERATION 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 OR THE OPERATION OF SUCH THIRD PARTY SERVICES WITH THE SOFTWARE PRODUCTS. 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 or any associated liabilities, claims or damages. Licensee shall comply with the terms of service of any Third Party Service 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 uses 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, but not be limited to, 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 BY LICENSEE

LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CAMPMINDER, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, MANAGEMENT, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES), ARISING FROM, CAUSED BY OR RELATING TO (I) ANY BREACH OF THIS AGREEMENT BY LICENSEE OR ITS AUTHORIZED USERS; (II) ANY VIOLATION OF LAW OR OTHER OBLIGATION, INCLUDING ANY DATA PROTECTION LAWS AND OBLIGATIONS RELATING TO PERSONAL DATA, BY (a) LICENSEE OR ITS EMPLOYEES CONTRACTORS OR AGENTS, OR (b) CAMPMINDER, ITS EMPLOYEES, CONTRACTORS OR AGENTS WHEN ACTING IN ACCORDANCE WITH THE INSTRUCTIONS OF LICENSEE, ITS EMPLOYEES, CONTRACTORS OR AGENTS, OR PROCESSING PERSONAL DATA IN ACCORDANCE WITH THIS AGREEMENT; (III) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSEE; (IV) USE OF THE SOFTWARE PRODUCTS IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (V) USE OF THE SOFTWARE PRODUCTS IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT OR TECHNOLOGY NOT PROVIDED BY CAMPMINDER OR AUTHORIZED BY CAMPMINDER IN WRITING; (VI) PROCESSING OR USE OF ANY INFORMATION, INCLUDING WITHOUT LIMITATION PERSONAL DATA, STORED ON, OBTAINED FROM OR VIA, THE SOFTWARE PRODUCTS, WHETHER BY LICENSEE, ANY OF ITS AUTHORIZED USERS, OR ANY THIRD PARTY ACTING ON BEHALF OF OR WHICH OBTAINED ACCESS TO THE INFORMATION BY THE FOREGOING, INCLUDING, WITHOUT LIMITATION, USE OR DISCLOSURE OF BACKGROUND SEARCH INFORMATION PROVIDED BY CAMPMINDER; (VII) LICENSEE'S PRODUCTS, SERVICES, AND BUSINESS PRACTICES; (VIII) SURCHARGES CHARGED BY LICENSEE; OR (IX) MODIFICATIONS TO THE SOFTWARE OR SUBSCRIPTION NOT MADE BY CAMPMINDER.

## 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 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 an 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/EFT 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/EFT 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/EFT 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.