



TEMPO CONNECT™ License and Service Agreement



Issued Date: December 20, 2019

Customer Information					
Full Legal Name ("Customer") City of Grand Junction			Course Name (the "Golf Course") Tiara Rado Golf Course		
Equipment Location/ City/ County/ State/ Zip 2057 S. Broadway, Grand Junction, Mesa, CO 81507			Type of Organization Municipality		
Billing Address/ City/ County/ State/ Zip (if different)			Organization Jurisdiction		
Billing Contact Name Shane O'Neill		Title Business Analyst	Billing Email: shaneo@gjcity.org Phone: 970-244-1433	Tax Identification Number 84-6000592	
Course/Golf Car Information					
# Holes 18	Golf Car Make/Model (the "Golf Cars") Club Car Tempo Lithium Ion		Total Number Vehicles Installed: 70	Name of Golf Car Lessor: Golf Car Lease Term: 72 mos Golf Car Delivery Date: Jan 2020	
Visage Software Selections					
	Description		Units	Price/Unit	Monthly
<input checked="" type="checkbox"/>	Tempo Connect Bundle: Golfer Experience Module and Bluetooth Speaker Access (included with purchase or lease of Club Car Tempo Connect Golf Cars at no additional charge for license Term).		70	--	--
Fleet Management (Refer to Exhibit A for details):					
<input checked="" type="checkbox"/>	Connected™ Car Tracking Module		70	\$30.00	\$2,100.00
<input checked="" type="checkbox"/>	Power Module		70	\$0.00	\$0.00
Total Fleet Management Payment per Month USD (plus tax):					\$2,100.00**
Shark Experience:					
<input type="checkbox"/>	Shark Experience Package per golf car round fee paid by golf course (Customer). Refer to the Shark Experience Rider for details: <input type="checkbox"/> Connect Plus <input type="checkbox"/> Connect Premium			Course Pay	
<input checked="" type="checkbox"/> Indicates selected items.			**Refer to Exhibit C for Payment Schedule		
ALL SUBSCRIPTION PAYMENTS ARE PAID TO GPSI AND ARE NOT PART OF THE GOLF CAR PAYMENT.					
TERMS AND CONDITIONS					
<p>1. <u>Visage Software</u>. Customer shall license the Visage Software (defined below), specifically the Shark Experience and Fleet Management selections above, for the Minimum License Term (defined below). The Club Car Tempo Connect Golf Car comes standard with the Visage GPS units (the "System") and the Tempo Connect Bundle. Shark Experience and additional Fleet Management features (described herein) are available for subscription.</p> <p>2. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and run for a term of seventy-two (72) months (the "Minimum License Term") from the "Date of Delivery" (the date Customer's Club Car Tempo Connected Golf Cars are delivered to its golf course facility, or, in the event that the Visage GPS system (the "System") is delivered after delivery of the Tempo Golf Cars, the date Customer accepts delivery of the System. At the conclusion of the Minimum License Term, this Agreement will continue for additional one month terms unless terminated by either party (the Minimum License Term together with any extensions hereto shall be referred to as the "Term").</p>					
SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS					
/ THIS AGREEMENT, EFFECTIVE AS OF THE DATE BELOW, IS BY AND BETWEEN GPSI AND CUSTOMER AND IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY GPSI. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED. ACCEPTANCE OF THIS AGREEMENT IS SUBJECT TO FINANCIAL QUALIFICATION AND CREDITWORTHINESS OF CUSTOMER. THIS AGREEMENT SHALL EXPIRE AND BE OF NO FORCE AND EFFECT IF NOT EXECUTED BY BOTH PARTIES WITHIN 30 DAYS AFTER THE ISSUED DATE ABOVE.					
GPSI Leasing II- Accord, LLC ("GPSI") 1074 N. Orange Ave., Sarasota, Florida, 34236			CUSTOMER City of Grand Junction		
Authorized Signatory x <u>Robert McElreath</u> Robert McElreath (Dec 23, 2019)			Authorized Signatory x <u>Jay Valentine</u> Jay Valentine (Dec 23, 2019)		
Print Name and Title		Effective Date	Print Name and Title	Date	
Robert McElreath	VP-Connected Technologies	Dec 23, 2019	Jay Valentine	Director	Dec 23, 2019

(Tempo Connect License and Service Agreement Terms and Conditions continued)

3. Payments.

- 3.1. Fleet Management Subscriptions. For selected subscriptions, Customer shall make all fleet management payments stated in this Agreement in advance, beginning on the Date of Delivery. If the Date of Delivery is between the 1st and 15th day of the month, all Payments will be due on the 15th day of each month. If the Date of Delivery is between the 16th and the last day of the month, all Payments will be due on the 1st day of each month.
- 3.2. Shark Experience. If selected, GPSI will invoice for the Shark Experience Package by the 10th day of the following month based on Rounds played at the Golf Course as determined by the Visage Software and payment will be due 15 days after invoice.
- 3.3. All amounts payable under this Agreement are payable at GPSI's address below or at such other address as GPSI may specify in writing from time to time. Time is of the essence for all obligations arising hereunder.

4. Data. Data collected by the Visage Software and the Shark Experience is the property of GPSI and is shared with channel partners to enhance GPSI's product offerings. Data is also shared with Shark Experience sponsors and advertisers to support the Shark Experience offering. Data regarding end users (i.e., golfers) will be shared with Customer at Customer's request. Customer agrees to: (i) implement sufficient privacy controls to protect such data; (ii) only use such data for its own purposes; and (iii) not sell or provide any such data to third parties.

5. Taxes. All payments made under this Agreement shall be net to GPSI. Customer shall pay all taxes, tax pass along, assessments, and any sales, use, personal property, privilege, value-added taxes, import duties, excise taxes and import brokerage fees incurred in connection with the Visage Software, and if applicable, the Shark Experience, the Golf Cars or otherwise with respect to this Agreement. If tax-exempt, Customer agrees to provide satisfactory evidence of exemption.

6. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:

- 6.1. Customer agrees to store safely and properly secure the System indoors or in a reasonably safe area protected from the weather when not in use.
- 6.2. Customer shall not install software unauthorized by GPSI on the System.
- 6.3. Customer shall use the System in accordance with all applicable laws, statutes, rules, and regulations ("Laws") pertaining to operation and use of the System or the Golf Cars and is responsible for ensuring compliance with Laws during the Term (and any renewals) of this License Agreement.

7. Maintenance Service. GPSI shall provide service based on the Service Terms and Conditions, set forth in Exhibit B, for a period beginning with the Date of Delivery and ending at the conclusion of the Term.

8. Software License. Customer understands that GPSI does not sell its software. For the Term, GPSI grants Customer a limited nontransferable, non-exclusive license to use the Visage Software and the Shark Experience only in conjunction with the System and only as expressly authorized in this Agreement. "Visage Software" means system software included with the System provided to Customer and the features selected by or provided to Customer hereunder. Customer shall (i) hold Visage Software and the Shark Experience in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with Customer's use of the Visage Software and Shark Experience and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer Visage Software or the Shark Experience, (iii) not remove any GPSI, Club Car or Verizon copyright, trademark or other proprietary notice from Visage Software or the Shark Experience and shall reproduce all such notices on copies made by Customer, (iv) not transfer Visage Software or the Shark Experience or assign any license or rights regarding the Visage Software or Shark Experience; (v) not permit unauthorized access to Shark Experience or interfere with security technologies employed by Shark Experience to prevent unauthorized access; and (vi) use content made available through Shark Experience in any manner that constitutes an infringement of third party intellectual property rights, including under U.S. copyright law.

9. Delinquency Charges. Payments not paid by 10 days after the Payment due date are subject to a late payment fee of five percent (5%) of the Payment amount, or the maximum percentage allowed under applicable laws, whichever is less. Should any fee paid by Customer under this Agreement result in interest in excess of the maximum lawful rate, then such excess shall be automatically credited to Customer.

10. Events of Default and Remedies.

- 10.1. In the event that Customer violates any provision of this Agreement (including non-payment) and such violation continues for a period of at least twenty (20) days after notice in writing of such default from GPSI, Customer shall be deemed to be in default and GPSI may (at its sole election), in addition to any other legal or equitable remedy permitted by law:

- 10.1.1. disable the System;
 - 10.1.2. terminate this Agreement and Customer's rights herein and retain any and all prior payments paid to GPSI by Customer ("Termination").
- 10.2. In addition to the other events of default under this Agreement, either party shall be in default if (i) a petition in bankruptcy is filed by either party; (ii) if a petition in bankruptcy is filed against either party and is not dismissed within 30 days of the date it is filed; or (iii) if a party has a receiver appointed or makes an assignment for benefit of creditors.
11. Assignment. Customer acknowledges that GPSI may assign to a successor all or any part of its right, title and interest in this Agreement, and hereby consents to such assignments. In case of such assignment, Customer agrees to continue to perform all of its obligations under this Agreement.
12. Notice. All notices required, permitted or given in accordance with the provisions of this Agreement shall be in writing, and either hand-delivered or delivered by recognized overnight courier to the offices listed in the first paragraph of this Agreement or such other address as either party may designate by notice as specified in this section.
13. Warranty; Disclaimer; Limitation of Liability.
 - 13.1. Provided that the System is maintained properly pursuant to Customer's obligations under this Agreement, GPSI warrants that the installed System will provide distance measurements within established performance parameters pertaining to System components when the System is operated under conditions that are typically encountered on a golf course, specifically but without limitation: clear access to satellites and reasonably clear weather with temperatures between 32°F and 120°F. Customer acknowledges that GPS-produced distances are subject to a margin of error. Customer further acknowledges that terrain and topography affect the margin of error on a particular GPS receiver and that the margin of error may be increased under certain topographical conditions. WARRANTIES CONTAINED IN THIS SECTION 13 ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE GOVERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY PROVISIONS SHALL BE GPSI'S SOLE LIABILITY WITH REGARD TO THE SYSTEM. GPSI SHALL, IN NO EVENT, BE LIABLE FOR DAMAGES, FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE SUFFERED BY CUSTOMER OR ITS CUSTOMERS AS A RESULT OF THE USE OF THE SYSTEM RENTED UNDER THIS AGREEMENT, EVEN IF DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT GPSI HAS BEEN APPRISED BY CUSTOMER OR ITS CUSTOMERS FOR THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVISIONS SHALL BE LIMITED TO, AT GPSI'S OPTION, REPAIR, PERFORMANCE, ADJUSTMENT AND/OR REPLACEMENT, OR ANY COMBINATION THEREOF IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OR COST OF SERVICES PROVIDED, AS REASONABLY DETERMINED BY GPSI, PROVIDED, HOWEVER, THAT GPSI HAS RECEIVED WRITTEN NOTICE OF ANY SUCH WARRANTY CLAIM, SPECIFYING THE NATURE THEREOF, WITHIN THE APPLICABLE WARRANTY PERIOD. THESE WARRANTIES ARE MADE ONLY TO CUSTOMER AND ARE NOT TRANSFERABLE TO ANY OTHER PERSON OR ENTITY. ALL WARRANTY CLAIMS MUST BE MADE BY AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, GPSI SHALL NOT BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, FOR ANY CLAIM OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE FURNISHING OF MATERIAL AND SERVICE SOLD HEREUNDER UPON WHICH ANY CLAIM OF WARRANTY LIABILITY IS BASED.
 - 13.2. GPSI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE PROVIDED BY VERIZON WIRELESS.
 - 13.3. GPSI WILL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER:
 - 13.3.1. FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; OR (ii) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS.
 - 13.3.2. FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE SHARK EXPERIENCE, THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY

IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

- 13.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ANY END USER, OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 13.5. ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO GPSI'S THIRD PARTY LICENSORS, PROVIDERS, PARTNERS, AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
14. General. This Agreement, together with the exhibits and schedules referred to in it, constitutes the entire agreement between the parties pertaining to the within subject matter and supersedes any prior understandings oral or written. This Agreement may not be varied, modified, or amended except in writing signed by the parties. Waiver by either party of any breach or violation or default of any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation or any default. The failure or refusal of any party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any right or remedy. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable. The headings in the Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation. This Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of Georgia. This Agreement may be executed by facsimile and/or electronic signature. The parties agree that this Agreement was fully negotiated by the parties; therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. All work performed by GPSI in connection with the services to be performed under this Agreement shall be performed by GPSI as an independent contractor and not as the agent of Customer. GPSI may subcontract any or all of the work to be performed under this Agreement but shall retain full responsibility for the work so subcontracted.

Shark Experience Rider

This Shark Experience Rider is applicable if Customer subscribes to either the Shark Experience Connect Plus or Connect Premium Package. The Shark Experience has sponsored content as detailed in below. These features, made available to Customer at no cost, will include sponsor's logo and/or video placements associated with the use of these features. Also, there may be paid advertising within the media content. Customer acknowledges and agrees Customer's ability to display marketing or advertising on the Visage System will be limited to 6 display opportunities. Such displays will be limited to internal promotions at the Golf Course and shall not promote the good or services of any third party. Customer represents and warrants that each golf car is used for not less than 100 rounds of golf per Golf Car per year. GPSI, Club Car and Verizon each reserve the rights to revise the Shark Experience and Visage Software such that features and/or content are added or removed at their sole discretion and any such revisions shall not be deemed a breach of this Agreement. Customer agrees and acknowledges that Customer is the merchant of record for food and beverage sales through the Shark Experience or an associated mobile application and agrees to collect and remit applicable sales tax as required by law.

Definitions

1. "Shark Experience" means a multi-faceted application developed by GN Media and delivered by the GPSI VDU on CLUB CAR® Tempo golf cars to engage and entertain golfers during a round of golf, and which includes Media Services.
2. "Media Services" means, without limitation, streaming and cached video and audio content, providing live sports, breaking news and sports updates, shows, golf tips, music, sports scores.
3. Shark Experience "Connect Plus" or Shark Experience "Connect Premium" Package means enabling the respective features (as defined below) for all Golf Cars at the course to receive the Shark Experience for all Rounds of golf played and with the course paying GPSI on a per Golf Car per Round basis (regardless of whether content is viewed) for the Shark Experience as further described in this Agreement. "Connect" means all Golf Cars at the course have no Shark Experience features enabled.
4. "Media Upgrade" means that for customers contracted as Connect or Connect Plus, the golfer will have the opportunity to upgrade their experience package anytime during an individual round by way of the Shark Experience Mobile App
5. "Rounds" means ALL 18-hole and/or 9-hole riding rounds (i.e., in a Golf Car) of golf played at the Golf Course, and are calculated by the Visage Software as follows: 9-hole riding rounds are counted when a Golf Car has completed at least three (3) holes but less than eleven (11); 18-hole riding rounds are counted when a Golf Car completes at least eleven (11) holes up to eighteen (18) holes. If play continues, Rounds calculations continue using the same parameters: 9-hole riding rounds are counted for at least three (3) additional holes (total of 21 holes played) but less than eleven (11) additional holes (less than total of 29 holes played), and so on until the Golf Car completes play and the round is reset by the System.

Shark Experience Package

Customer will receive Connect Premium on a trial basis for 30 days, which will commence upon the Date of Delivery, unless a later trial start date is agreed to by the parties (the "Trial Period"). At the end of the Trial Period, Customer may change their Shark Experience package selection including no package; otherwise, the selection will revert to the initially contracted package as indicated on page 1. If Customer elects to continue with Connect Premium or Connect Plus, Customer's obligation to pay the per Round fee set forth in this Agreement shall commence on the first day following the Trial Period. For the purposes of this section, Rounds played is counted as either a 9-hole or 18-hole riding round. Customer shall have the option to move up to a higher level Shark Experience package at any time, and the option to move down to a lower level Shark Experience package on each anniversary of the Term. If Customer contracts as Connect or Connect Plus and the golfer purchases a Media Upgrade, Customer will receive \$0.50 per purchase in rev share not more than 45 days after each month-end.

Shark Experience – Connect Plus:

<ul style="list-style-type: none"> Music, sports and news streaming audio, Sports ticker, 	<ul style="list-style-type: none"> Limited video, Greg Norman Golf tips, 	<ul style="list-style-type: none"> Food and Beverage Ordering, Shark Experience Mobile App.
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Shark Experience – Connect Premium:

<ul style="list-style-type: none"> Music, sports and news streaming audio, Sports ticker, 	<ul style="list-style-type: none"> News, sports and entertainment video, Greg Norman Golf tips, 	<ul style="list-style-type: none"> Food and Beverage Ordering, Shark Experience Mobile App.
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<p><i>Sponsored Content:</i> Approach display with static yardage, Electronic scorecard (including email capture), Video Flyovers, clock.</p>

EXHIBIT A

Fleet Management Modules

The Tempo Connect Golf Car comes standard with the Visage System and the Tempo Connect bundle. Refer to page 1 for Fleet Management features included in the Agreement.; unselected features are available for subscription.

Tempo Connect Bundle:

<p>Golfer Experience:</p> <ul style="list-style-type: none"> • Dynamic distances to pins and points of interest, • Touch screen for distance, • Tee shot distance, • Blind tee shot, • Pin placement manager. 	<ul style="list-style-type: none"> • Bluetooth access to speakers, • Visage Control Center (VCC), • Food & Beverage Ordering. 	
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Connected™ Car Tracking Module:

<ul style="list-style-type: none"> • Real-time position of vehicles and equipment, • Find car – current or last known location (worldwide), • Vehicle drive history, • Pace-of-play tracking, 	<ul style="list-style-type: none"> • Pace notifications, • Pace-of-play reporting, • Marshal car mode to include messaging to marshal, • Rounds played reporting. 	<ul style="list-style-type: none"> • Pop-up notifications- pace-of-play, • Real-time messaging to and from clubhouse, • Message logs.
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Connected™ Car Control Module:

<ul style="list-style-type: none"> • Fleet lockdown, • Vehicle staging, • Max speed setting (Electric car only), • Action zone control: <ul style="list-style-type: none"> ○ Gas cars – stop/reverse, ○ Electric cars - stop/reverse and variable speed control, 	<ul style="list-style-type: none"> • Action zone messaging, • Geofence, • Anti-tamper, • Vehicle grouping by department, vehicle type, membership, marshal, etc., 	<ul style="list-style-type: none"> • Pop-up notifications – action zone violation, • Car path only, • Visual notification – vehicle speed change or action zone violations.
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<p>Power Module:</p> <ul style="list-style-type: none"> • Real-time battery status, • “On charge” display, • Low battery notification, • Fault code notification, • Odometer, • Amp hours reporting, • Charge failures/interrupts. 	<p>Tournament Connect:</p> <ul style="list-style-type: none"> • Provides interface to leading Tournament Management providers. 	
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VISAGE Ad Manager:

<p><i>AdMan: Included with the Tempo Connect Bundle. If Tempo Connect Plus or Premium is selected, the terms for marketing and advertising as defined on the Shark Experience Rider shall govern.</i></p> <ul style="list-style-type: none"> • Image Gallery, • Scheduled & automatically published ads, • Green to Tee spots, • Fairway (par 4 and 5 holes only)- Full and Insert spots. 	
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EXHIBIT B

Service Terms and Conditions

1. Scope of Service.

- 1.1. **Defective Components.** GPSI shall provide maintenance service as provided for in paragraph 2.3 and 2.4, at its expense, to repair, modify or replace the Visage GPS system (inclusive of the Software, the "System") components, as necessary that are defective in workmanship ("Service"). GPSI does not warrant that the operation of the System shall be uninterrupted or completely error-free.
- 1.2. **Exclusions.** Service shall not include, and GPSI shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from: (1) maintenance, repair or replacement of parts damaged or failing to operate due to acts of God, including without limit storms, atmospheric disturbances, lightning, fire, hail, and flood; acts of government, including war; catastrophes, accident, neglect, misuse, failure of satellites, failure of electrical power, fault or negligence of Customer, causes external to the System or from any other cause beyond the control of GPSI; (2) service and repair of accessories, attachments, or any other devices that are not part of the System; (3) changes, modifications or alterations in or to the System required due to new construction or changes to the golf course or facilities; (4) graphical changes after acceptance of the System, (5) software damage caused by unauthorized use.

2. Customer Responsibilities

- 2.1. **Problem Notification.** Customer agrees to promptly notify Customer Support in the event of any System or component failure and provide diagnostic assistance to support GPSI's service efforts.
- 2.2. **To Contact Customer Support.** Customer shall have reasonable access to Customer Support during business hours. Customer Support provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting service.
 - a. For all routine requests and status inquiries, contact Customer Support via email to support@gpsindustries.com.
 - b. To report emergency or critical system issues, contact Customer Support by calling the toll-free Customer Support line at 888-575-2901.
- 2.3. **Component Replacement.** Customer agrees to perform the task of changing out replacement components provided by GPSI. Customer will be billed for repair or replacement of returned components that have been damaged.
- 2.4. **RMA request for defective components.** A Return Materials Authorization number (RMA) is required for the return of any defective component. To obtain an RMA, Customer must contact the Customer Support center at 888-575-2901. If Customer Support determines that the component must be returned for repair, Customer Support will issue an RMA. Customer is then responsible for properly following procedures for returning components as instructed by Customer Support. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. Customer agrees to pay for shipment of components returned to GPSI. GPSI agrees to pay for return shipment to Customer.
- 2.5. An **unrestricted broadband Internet connection at each location on the Golf Course that needs access to the Visage System (including F&B order fulfillment)** for the duration of this Agreement for System installation, monitoring and maintenance service. The internet connection must provide the following minimum speeds as measured by online testing tools found at sites such as www.speedtest.net:

	Minimum	120 carts or more	160 carts or more
Download speed (Mbit/sec):	1.5	2.25	3.0
Upload speed (Mbit/sec):	0.5	0.75	1.0

- 2.6. Battery power to the Golf Car-mounted units at all times, and Customer agrees to allow power to be drawn for wi-fi access points and other System equipment as needed.

3. Definition of Service Elements

3.1. Remote Diagnostics. GPSI accesses the course System via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.

3.2. Software Updates and Enhancements. GPSI shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, updates and enhancements as available. Software updates do not include new software features or hardware product offerings that are sold separately.

3.3. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, GPSI may dispatch a technician to Customer’s site to address the problem. On-site services including labor, materials, and reasonable travel expenses are chargeable for site visits that result from out-of-scope problems. Customer agrees to provide reasonable access to on-site facilities to GPSI, Verizon or its agents to address system performance problems and enhancements as required.

4. Force Majeure. GPSI shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or shortages.

5. Pricing of Additional Services. Services not covered under Service Terms and Conditions or that may be requested from time to time are available according to the prices and terms below. All prices and terms for additional services are subject to change. For orders up to US\$1,500, GPSI will provide services upon receipt and confirmation of the order. Payment will be due upon delivery of services. For orders of US\$1,500 or more, GPSI requires a signed purchase order or a deposit payment equal to 50% of the order price with the final payment due upon delivery of services. GPSI at its sole discretion reserves the right to hold orders for accounts that have outstanding payables beyond terms. Scheduling of services depends on material lead-times and the backlog of service orders at the time of order confirmation.

<u>Description</u>	<u>Prices (USD)</u>
Graphical Changes	\$65 / half hour
Mapping Changes	\$65 / half hour plus travel and expenses at reasonable cost
Graphics Media (Raw data files for Customer’s use)	3D Video Flyovers: \$1,000/14-hole set; \$500/ additional 7-hole set 2D Hole Images: \$500/18-hole set; \$250/ additional 9-hole set 2D Tracker Course Map: \$200
On-site service for items not covered under Service (due to external causes or at customer’s request for additional services)	\$400 per half day on site plus \$40 per hour travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.
Repair of GPS unit for damage not covered under Service	Level 1: \$100 - Damage to exterior plastic housing. Does not include damage to the touch screen or LCD display, Level 2: \$200 - Broken or cracked touch screen or LCD display, Level 3: Complete loss including water damage or damage to internal components. Replace with refurbished VDU \$600 Replace with new VDU \$800
Fleet Replacement Like-to-Like car changeover; (i.e. Club Car Tempo electric to Club Car Tempo electric which requires no additional or replacement mounting hardware), Customer may select option a or b (90 days advance notice required):	
a- By Customer (2-3 people) + 1 GPSI employee	\$20/unit plus travel and expenses at reasonable cost
b- By GPSI (2-3 people) on-site	\$42/unit plus travel and expenses at reasonable cost
Fleet Replacement different type cars (90 days advance notice required):	Quoted on case by case basis

EXHIBIT C

Tempo Connect License & Service Agreement – Payment Schedule

Payments (Seasonal) <small>Plus Tax</small>		
# Payments	Due	
6	Apr 2020 – Sep 2020	\$2,100.00
6	Apr 2021 – Sep 2021	\$2,100.00
6	Apr 2022 – Sep 2022	\$2,100.00
6	Apr 2023 – Sep 2023	\$2,100.00
6	Apr 2024 – Sep 2024	\$2,100.00
6	Apr 2025 – Sep 2025	\$2,100.00

30-Day Trial Acknowledgment

Tiara Rado Golf Course
Grand Junction, CO

Your course will be trialing the features checked below. The trial will last for 30-days. Your trial is scheduled to begin on:

- Date of Delivery
- Later date: 4/1/20 (Weather dependent)

These features will be turned off on the 31st day unless we have received an amendment to your contract – NO EXCEPTIONS. If you elect to purchase one or more of these features, a contract amendment will be required. To ensure continuous service, please take into account the time it will take to turn around an amended agreement.

<input type="checkbox"/> Connect Plus	<input checked="" type="checkbox"/> Car Control
<input checked="" type="checkbox"/> Connect Premium	<input type="checkbox"/> Car Tracking

Tiara Rado Golf Course

By: Jay Valentine
Jay Valentine (Dec 23, 2019)

Title: Director