



Date: February 21, 2024

Dear Customer:

To process your Club Car Connect order, please observe the following items and return the documents as indicated below:

1. Ensure that your company's legal name, billing address (including county) and Tax ID appear correctly.
2. Invoices will be sent to the billing email listed, please ensure that the appropriate billing contact name and billing email address are listed correctly.
3. Electronic Payments. For your convenience, we have included an automatic bank draft enrollment form. To enroll, please return the completed form according to the directions provided on the form.
4. Tax Exemption. If applicable, please provide your resale or tax exemption certificate.
5. For each signature block provided, please have an "authorized" party sign and date.

Electronic copies are sufficient and may be sent to either our fax at (480) 383-6799 or through email to sar-pmg@clubcar.com. We will process your order when all documents are received.

Thank you,

Club Car, LLC



CLUB CAR CONNECT™ License and Service Agreement (Extension)

Issued Date: February 21, 2024

Customer Information				
Full Legal Name ("Customer") City of North Richland Hills			Course Name (the "Golf Course") Iron Horse Golf Course	
Equipment Location/ City/ County/ State/ Zip 6200 Skylark Circle, North Richland Hills, TX 76180			Type of Organization Municipality	
Billing Address/ City/ County/ State/ Zip (if different)			Organization Jurisdiction Texas	
Billing Contact Name Doug Borow		Title General Manager	Billing Email: dborow@kempersports.com Phone: 817-485-6666	Tax Identification Number 17560051942
Course/Golf Car Information				
# Holes 18	Golf Car Make/Model Tempo Li-Ion		Total Number Vehicles Installed: 86*	
Visage Software "Modules:"				
Selections	Module Descriptions	Number of Units	Price/Unit	Total/Month
Connect Bundle	10" LCD Touchscreen with Baskets and Standard Connectivity Module <small>(*86 Existing video display units move over to new cars.)</small>	86	\$0.00	\$0.00
Selected for Connect Bundle	Golfer Experience Module	84	\$0.00	\$0.00
<input checked="" type="checkbox"/>	Connected™ Car Control Module	84	\$15.00	\$1,260.00
<input checked="" type="checkbox"/>	Connected™ Car Tracking Module	84	\$13.00	\$1,092.00
<input checked="" type="checkbox"/>	Tournament Connect	84	\$0.00	\$0.00
<input checked="" type="checkbox"/>	VDUs for Food & Beverage Cars	2	\$0.00	\$0.00
Total Monthly Payment USD (plus tax):			\$2,352.00	
<input checked="" type="checkbox"/> Indicates additional Modules selected for subscription.				
ALL SUBSCRIPTION PAYMENTS ARE PAID SEPARATELY TO CCL 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 Modules(s) selected above, for the Minimum License Term (defined below). The Club Car Connect golf cars listed above ("the Golf Cars") come standard with the Visage GPS units (the "System"), the Standard Connectivity Module and one Module of Customer's choice ("the Connect Bundle"); additional Modules 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 forty-eight (48) months (the "Minimum License Term") from the "Date of Delivery" (the date Customer's Golf Cars are delivered to its golf course facility, or, in the event that the System is delivered after delivery of the Golf Cars, the date Customer accepts delivery of the System) and at the conclusion of the Minimum License Term 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"). For the avoidance of doubt, at the conclusion of the Minimum License Term: (a) the license to the Modules including the Standard Connectivity Module and Connect Bundle shall terminate and Customer shall have no rights to any of the Visage Software or the Modules; and (b) the Service Terms and Conditions will expire. Notwithstanding the foregoing, in the event Customer elects to license additional Module(s) beyond the Minimum License Term, the Standard Connectivity Module and the Service Terms and Conditions will remain in full force and effect at no additional charge for so long as Customer is licensed under such additional Module(s).</p>				
SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS				
THIS AGREEMENT, EFFECTIVE AS OF THE DATE BELOW, IS BY AND BETWEEN CCL 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 CCL. 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. CUSTOMER SHALL PROVIDE A CREDIT APPLICATION AND FINANCIAL STATEMENTS AS REQUESTED BY CCL. 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.				
Club Car, LLC ("CCL") 1074 N. Orange Ave., Sarasota, Florida, 34236			CUSTOMER City of North Richland Hills	
Authorized Signatory x			Authorized Signatory x	
Print Name and Title		Effective Date	Print Name and Title	Date

(Cub Car Connect License and Service Agreement Terms and Conditions continued)

3. Payments. Customer shall make all Payments stated in this Agreement according to the payment terms above 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. All amounts payable under this Agreement are payable at CCL's address above or at such other address as CCL may specify in writing from time to time. Time is of the essence for all obligations arising hereunder.
4. Taxes. All Payments made under this Agreement shall be net to CCL. 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, the Golf Cars or otherwise with respect to this Agreement. If tax-exempt, Customer agrees to provide satisfactory evidence of exemption.
5. Maintenance Service. CCL 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 Minimum License Term or the Term, as the case may be.
6. Software License. Customer understands that CCL does not sell the Visage Software. For the Term, CCL grants Customer a nontransferable, non-exclusive license to use the Visage Software 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 Modules selected by or provided to Customer hereunder. Customer shall (i) hold Visage Software 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 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, (iii) not remove any CCL copyright, trademark or other proprietary notice from Visage Software and shall reproduce all such notices on copies made by Customer, and (iv) not transfer Visage Software or assign any license or rights regarding the Visage Software.
7. Default/Delinquency Charges. Payments not paid by 5 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.
8. Assignment. Customer acknowledges that CCL 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.
9. 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.
10. 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. Customer shall allow CCL to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow CCL to reference it in a press release or other media announcing it as a new location for its System. Any information and data arising out of or in connection with Customer's use of the System shall be owned jointly by CCL and Customer. All work performed by CCL in connection with the services to be performed under this Agreement shall be performed by CCL as an independent contractor and not as the agent of Customer. CCL may subcontract any or all of the work to be performed under this Agreement but shall retain full responsibility for the work so subcontracted.

EXHIBIT A

Visage Software Modules

The Club Car Connect golf car comes standard with the Visage System, the Standard Connectivity Module and one Module of Customer's choice as selection indicates on page one of this Agreement; additional modules are available for subscription.

Standard Connectivity Module:

<ul style="list-style-type: none"> Battery status indicator and vehicle "on charge" display, Vehicle status – on-charge, Service notifications – battery levels and faults, Odometer (miles, hours & amp hours), Serial number and model year, 	<ul style="list-style-type: none"> Overview display of each hole, Broadcast messaging such as promotions, weather alerts, Sponsorship and advertising display slots, Electronic info holder with players' names and messaging, 	<ul style="list-style-type: none"> Electronic scorecard: Request email or print at end-of-round, Email address report.
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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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Golfer Experience Module:

<ul style="list-style-type: none"> Dynamic distances to pins and points of interest, Touch screen for distance, 	<ul style="list-style-type: none"> Tee shot distance, Food and beverage ordering, Blind tee shot, 	<ul style="list-style-type: none"> Pin placement manager, Food and beverage reports.
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<p>Tournament Connect: Interface to leading Tournament Management providers for access to:</p> <ul style="list-style-type: none"> Leaderboard, Tournament Manager. 	<p>Ad Event: (Included with purchase of Tournament Connect)</p> <ul style="list-style-type: none"> Publish ads for multiple tournaments simultaneously. 	<p>3D Flyovers:</p> <ul style="list-style-type: none"> Audio description of hole, 3D flyover graphics.
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VISAGE Ad Manager:

<p>AdMan: <i>Included with the VCC</i></p> <ul style="list-style-type: none"> Image Gallery, Scheduled & automatically published ads, Green to Tee spots, Fairway - Full and Insert spots. 	<p>AdMan Pro:</p> <ul style="list-style-type: none"> Enables access to all display opportunities. 	
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EXHIBIT B

Service Terms and Conditions

1. Scope of Service.

- 1.1. **Defective Components.** CCL 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"). CCL does not warrant that the operation of the System shall be uninterrupted or completely error-free.
- 1.2. **Exclusions.** Service shall not include, and CCL 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 CCL; (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 CCL'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 sar-cams@clubcar.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 CCL. 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 CCL. CCL 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:

	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. CCL 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. CCL 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, CCL 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 problems excluded from service (defined in section 1.2 above).

4. Force Majeure. CCL 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 (Exhibit B) 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, CCL 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, CCL 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. CCL 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 VCC 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 CCL employee	\$20/unit plus travel and expenses at reasonable cost
b- By CCL (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

AUTOMATIC PAYMENT PLAN

Electronic Funds Transfer (EFT) Enrollment

Thank you for requesting automatic withdrawal of payments for your Agreement. To commence this service, please complete this form and include a copy of a voided check to us at (480) 383-6799 (Fax) or send via email to sar-pmg@clubcar.com.

Authorization:

Customer hereby authorizes Club Car, LLC ("CCL") to deduct all payments when due under this Agreement, according to the terms and conditions of the Agreement from the account listed below by electronic funds transfer for the Term of the Agreement.

Authorized Signer's Name																																	
Name on Bank Account																																	
Transaction Date	1 st Day of Month																																
Payment Amount	\$ _____															(Applicable tax will be added to this amount)																	
Bank Account Number																																	
Routing Number (ABA)																																	
Account Type	<input type="checkbox"/> Checking											<input type="checkbox"/> Savings											<input type="checkbox"/> Other:										
Complete Name of Bank																																	
Mailing Address of Bank																																	
SWIFT Code (Non-US)																																	
Date and Signature																																	

Date

Bank Signature of Depositor