Coliemore House
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BACK9 NON-INTEGRATED BOOKING CONTRACT 2018

BACKGROUND

The **Provider** has agreed to grant the **Facility** a non-exclusive licence to use the licensed technology currently known as "Back 9 Applications" herein referred to as the Technology.

upon the terms and conditions contained in this Agreement.

BETWEEN:

1.   **Back 9 Digital Limited** [B9], a company registered under Number [579602] in Dublin, Ireland and having its principal office at Coliemore House, Coliemore Road, Dalkey, Co.Dublin, Ireland ["**The Provider**"]; and

2.   **The Golf Club [The "Facility"]**;

(together the "Parties" and any one of them a "Party").

Declaration

On behalf of the **Facility**, I have read, understand and accept the below conditions of the Agreement with the **Provider**.

I fully understand and accept that payments received by the **Provider** for services provided at the **Facility** are payments that are due, less commission, to The **Facility** and such payments will be honored in accordance with the conditions stipulated. The termination or expiry of this agreement does not waive any outstanding fees due to either the **Provider** or **Facility**.

1. Rates and Tee Times

These are the best available prices for each reservation type uploaded by **The Facility** to back9solutions.com/teetimes or the Back9 Adminium System and apply to any customers who books and pays through the Technology.

Note:

1.   The prices available to the **Provider** are determined by the rates created in back9solutions.com/teetimes and are at the discretion of the **Facility**.

2.   The **Facility** can update and provide additional rates for the customer types provided in Back9 Adminium.

3.   The rates specified will apply to individuals and groups of 4 players or less, unless otherwise stated.

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4.   The **Provider** rates can only be discounted by the **Facility** and booked through the software licensed to the **Facility** by the **Provider**.

5.   The **Facility** will be provided a 'Rates' tab in Back 9 Adminium where additional rates can be added and inventory managed.

6.   Under no circumstances are the **Provider** rates to be publicised in any form.

7.   The **Facility** is expected to allocate a minimum of four 'midweek tee times' per day to be eligible to use the technology

2. Booking System

2.1   The **Provider** will make all bookings using the information provided by back9solutions.com/teetimes and Back9 Adminium. All user/customer rates and available tee times are provided by the **Facility**. All bookings will be processed through the following applications, 'Spikes On.com' App, 'SpikesOn.com' Website and any other relevant platform and will correspond to the access granted and commissions approved by the **Facility** in Back9 Adminium.

2.2   The **Provider** will issue customers with a confirmed booking, a digital and email receipt showing customers names, date, tee-time and any other relevant information. Receipts must be shown at check-in to a staff member.

2.3   The **Provider** can offer users tee times as approved by the predetermined rules set by the **Facility** in the Back9 Adminium booking system.

3. Cancellations and No Shows

3.1   Cancellations outside of 48 hours will incur no charge. Cancellations within 48 hours or "no shows" for any booking will incur a cancellation fee of 100% of the contracted rate.

3.2   The **Provider** will not take any bookings without a valid pre-authorized credit / debit card from the customer, holding the full cost of the booking two days before the tee time. If the 'fees' cannot be collected within two days, the **Facility** will be notified by email and the tee time will be released back to the club**.** The **Provider** is liable for such charges in the event of a cancellation or no show.

4. Payment Terms:

4.1   The **Facility** will have access to all payments due in the 'Statements Tab' of Back9 Adminium that are processed or pending with the **Provider**. Back9 Adminium will provide the **Facility** the capability to export all data in real time to reconcile with accounting software.

4.2   The **Provider** will be invoiced by the **Facility** on the first and fifteenth day of each month and payment is required within 30 days of the invoice date. Failure to pay the account balance in full or timely manner may result in a suspension of the account.

5. Technology

5.1   The **Provider** will charge a 15% transaction fee (including credit card fees) for services sold on behalf of the **Facilities** through B9's technology. This will include all golf rates.

5.2   The **Provider** will charge a 15% transaction fee (including credit card fees) for services sold on behalf of the **Facilities** through any 3rd Party technology using a B9'integration. This will include all golf rates.

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5.3   The **Provider** will charge a 10% transaction fee for services sold on behalf of the **Facilities** through Back 9 Booking technology used as a hotel solution. This fee will be applicable to all bookings made by technology provided by B9 to a hotel to book a guest rate at **The Facility**. These bookings will either be 'Pre-paid' or 'Post-paid' depending on whether they are made through a Back9 widget on the hotel website, or through Back9 Booking by a hotel concierge.

5.4   The **Provider** will charge a 10% transaction fee for services sold on behalf of the **Facilities** through Back 9 Booking technology used as a Destination Management Company (DMC) solution. This fee will be applicable to all bookings made by technology provided by B9 to a DMC to book a rate at **The Facility**.

5.5   **The Provider** will attempt to collect payment from users with the 'tokenized' credit card details 48 hours before any booking. If payment cannot be collected from a user within 36 hours of a booking, **The Provider** will pass the booking to **The Facility.** If **The Facility** decides to keep the booking and the user pays at check-in, B9 will withhold any relevant commission less 2% for not paying the credit card fee. These bookings are recognized as 'Post Paid' bookings in Back9 Adminium.

5.6   Back9 'App Credit' can only be used for payments made through the mobile application and cannot be utilized outside of the app at a **Facility**.

5.7   The Facility will receive the full monetary value of any 'App Credit' used for bookings in Back9 Technology

5.8   An addendum to this contract will consider the transaction fees/commissions for any other reservation or rate types provided by the **Providers** technology in the future.

6. Tee Time Availability

The Club reserves the right to adjust player's tee times within the same day if club operations require. The club agree to give a minimum of 7 days' notice to the **Provider** if any moves are required. This will be communicated on arrival to the guest directly, or notified to The **Provider** 7 days in advance if possible.

7. Data

The **Provider** and partners shall own any data which is processed on, utilizing or resulting from the use of the Licensed Application or any part thereof. The **Facility** will be granted a license to commercially exploit the data specific to their own club, either alone or in conjunction with any third party on terms to be specifically agreed with the **Provider**.

8. Exclusions

The **Facility** reserve the right to offer special 'local and visitor' promotions at their own discretion. The purchase of these specials by the **Provider** and subsequent re-sale is strictly not permitted under the terms of this agreement.

9. Duration of Agreement

This Agreement is valid for the period of one calendar year and then subject to renewal by agreement.

10. Termination

Either party may terminate the agreement by giving one (1) months written notice to the other party. Termination of this Agreement does not waive any fees owing to the **Facility** by the **Provider**.

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11. Law

This Agreement shall be governed by and construed in accordance with the laws in force in the Republic of Ireland. All disputes and differences whatsoever arising out of, or in connection with this Agreement, or the construction or application of this Agreement (or any part of it, shall submit to the courts of The Republic of Ireland and both parties consent to the jurisdiction of such a court.

12. Force Majeure

Neither party shall be liable for the consequences of any delay in performance or non-performance of any of its obligations under this agreement if that delay or non-performance is caused by any circumstance beyond its reasonable control (including acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or governmental authority (including refusal or revocation of any license or consent), fire, explosion, flood, power failure, failure of telecommunication lines or any strike, lock out or other form of industrial action) and the affected party has notified the other party of such circumstance. Where the delay or failure continues for a period in excess of seven days the parties shall enter into bona fide discussions to agree upon such alternative arrangements as may be appropriate.