January 1, 2020

[Handicap Chair]
[Club Address]
[City, State Zip]

Dear Handicap Chair:

Pursuant to this letter agreement (this “Agreement”) between the United States Golf Association (“USGA”) and [Club Name] (the “Directly Authorized Club” or “DAC”), the USGA hereby grants, and the DAC hereby accepts, the non-exclusive, non-assignable, non-transferable, non-sublicenseable, revocable right and obligation to distribute the “Handicap Index®” for each golfer who is affiliated with the DAC for purposes of receiving such Handicap Index (each such golfer, a “Member Golfer”) strictly in accordance with the terms set forth below and the procedures set forth in *The Rules of Handicapping* and *Committee Guidebook* (collectively, “Handicap Rules”). For avoidance of doubt, the DAC acknowledges that USGA is the sole and exclusive owner of the Rules of Handicapping and the Course Rating System and that the USGA has the sole and exclusive right to issue a Handicap Index. The DAC’s right under this Agreement with respect to Handicap Index is limited to the distribution of the Handicap Index to its Member Golfers.

For mutual consideration received, which is hereby acknowledged, the parties agree as follows:

**TERMS OF AUTHORIZATION:**

1) **Handicap Rules.** The DAC shall comply with all requirements in the Rules of Handicapping and Committee Guide Book including without limitation:

   - satisfying the definition of a “golf club” as such definition may be modified by the USGA from time to time and set forth in the Handicap Rules;
   - providing reasonable opportunities for its Member Golfers to play together;
   - ensuring compliance with peer review requirements by its Member Golfers;
   - completing audits and educational assessments when requested by the USGA or the Association (the term “Association” is defined below in Section 3);
   - performing all club responsibilities set forth in the Handicap Rules;
   - verifying compliance with the club compliance checklist developed by the USGA and set forth in the Handicap Rules; and
   - adhering to handicap administration and governance oversight as administered by the Association and/or the USGA as further described in Paragraph 4 below.

2) **Governance.** The DAC must at all times during the Term have an active handicap chairperson and an administrative contact person, each with an up-to-date email address, phone number and mailing address. The same person may serve as both the handicap chairperson and administrative contact, so long as the handicap chairperson is not an employee of the (a) DAC, (b) Tech Provider or (c) Association, and the identity and contact information for such
person(s) as of the date hereof is set forth in Schedule 1 hereto. Any changes to the information set forth in Schedule 1 shall promptly be reported to the USGA and the Association by written notice.

3) **Association.** In connection with its obligation to distribute a Handicap Index to its Member Golfers, the DAC acknowledges that it shall be subject to the administrative and governance oversight of the Allied Golf Association appointed by the USGA for the territory in which the DAC’s primary address is located (the “Association”). The identity and contact information of the Association having administrative and governance oversight over the DAC as of the date hereof is set forth in Schedule 1. Pursuant to such oversight and subject to such additional provisions as set forth in the Handicap Rules, the Association shall have the right to review handicap adjustments, removal of handicap adjustments, and withdrawals of a Handicap Index, as well as assist with the identification of competition scores and identification of handicap movements beyond a “normal range” as denoted in exception reports, in each case in accordance with the Handicap Rules. Where evidence exists that a Handicap Index does not reflect a Member Golfer’s current demonstrated ability for any reason, Association shall have authority to make an adjustment.

a) Additionally, the Association may, in its discretion, offer other services to the DAC and/or its Member Golfers, such as educational workshops (e.g., Rules of Golf workshops) and opportunities to participate in tournaments, provided that the Association shall be entitled to charge the DAC and/or its Member Golfers a fee (as determined by the Association in its sole discretion) for such services including those services which are provided at no charge (or a lower charge) to members of the Association (all ancillary Association services herein are collectively referred to as “Non-Handicap Related Services”).

**DAC TECHNOLOGY PROVIDERS:**

4) **Data Services Platform.** The Handicap Index shall be computed and issued by the USGA, exclusively, and computation shall be made solely through USGA’s centralized handicap computation platform (together with related USGA databases, APIs and other services, the “Data Services Platform”). The DAC agrees that it will not itself, nor will it permit any other party to, compute or issue the Handicap Index for any of its Member Golfers.

a) **Tech Provider.** The DAC shall provide the identity of the technology provider (“Tech Provider”) working with or on behalf of the DAC that will require access and usage rights to the Data Services Platform. The specific nature of the intended use of the DAC Related Data (defined below) must be provided to the USGA as set forth on Schedule 2 attached hereto. If for any reason, the DAC wishes to have more than one (1) Tech Provider at any time, the DAC shall submit a Schedule for each such Tech Provider. The Schedule shall be numbered sequentially (i.e., Schedule 2-1, Schedule 2-2, etc.).

b) **API.** The term “API” as used herein shall mean the Application Programming Interface language that allows Tech Provider’s software or program (as identified in Schedule 2) to interface with the Data Services Platform. The API also includes any accompanying documentation and any revisions or updates to the API made available by USGA in its sole discretion from time to time.

c) **API Agreement.** The DAC acknowledges that the Tech Provider must execute the applicable DAC Technology Provider Application Programming Interface License
Agreement (“API Agreement”) prior to review of the application by the USGA. USGA shall have sole and absolute discretion on whether to approve the Tech Provider.

d) **DAC Responsibilities.** The DAC acknowledges and agrees that it has the responsibility of ensuring that the Tech Provider’s use of the data sourced from the Data Services Platform will be handled and used in accordance with the terms contained herein. The DAC has not and will not authorize any Tech Provider to access the Data Services Platform or the Master Data Set (defined below) in any manner that is not specifically identified herein and/or approved and authorized in advance by the USGA. Any utilization of the foregoing, other than as specifically approved herein shall be a material breach of this Agreement. The DAC shall be solely responsible for any fees associated with its use of the Tech Providers products and services.

c) **Additional Development.** In the event the DAC, via Tech Provider, seeks additional development by the USGA to an API, and the USGA in its sole discretion agrees to provide it, such development may be subject to additional development or consulting fees on a time and materials basis and such development shall be owned by the USGA as provided in Section 4(f) below. The DAC agrees that the USGA has no obligation to provide such development.

e) **Data Services Platform IP.** The DAC acknowledges and agrees that the Data Services Platform, all APIs and all other associated material and documentation are the exclusive Intellectual Property of the USGA. The term “Intellectual Property” includes all patent rights (present and future), copyrights, trade secret rights, database rights, and trademark rights (including service marks and trade names), all derivatives thereto, and any applications for these rights and all renewals, extensions and restorations thereof, in all countries, and any and all other proprietary rights to the Data Services Platform, all APIs and all other associated material and documentation, in any and all media and formats, electronic, tangible or otherwise, now known or discovered in the future. Additionally, the USGA solely and exclusively owns all data processing programs, systems, software and methods of processing produced by the USGA in connection with Data Services Platform and all APIs, and the services performed by the USGA in connection with this Agreement. The foregoing are the sole property of the USGA and shall not be sold, revealed, disclosed, or communicated to any person, company, or institution whatsoever by the DAC directly or indirectly, or used by the DAC for any purpose other than to carry out the purpose of this Agreement.

**DATA:**

5) **Data.** The Data Services Platform collects, stores and shares, among others, the following categories of data (collectively, “Master Data Set”):

   (a) **Golfer Profile Data** – personal data used to create golfer profiles. Mandatory fields include name, gender, home zip code, email address, GHIN number or other unique identifying information, club affiliation and current Handicap Index. Optional fields may include date of birth and contact information (e.g., home address, phone number), among others.

   (b) **Handicap Data** – information used to calculate a golfer’s Handicap Index, including names of golf courses, scores and dates of golf rounds played, Handicap Index history, and any other information used to calculate Handicap Index.

   (c) **Course Rating System Data** – information relating to golf courses including Slope and Course Rating data, among others.
(d) **Association and Member Club Contact Data** – contact information for all Associations, and member clubs, including DACs.

6) **DAC Data Ownership.** As between the USGA and the DAC, the DAC shall own Golfer Profile Data (subject to the limitation of Section 9(a) below) to the extent the DAC independently collects and contributes such data, either on its own or through its Tech Providers (“DAC Contributed Data”), to the Master Data Set.

(a) For avoidance of doubt, DAC Contributed Data shall not include the following:
   (i) any data contributed to the Master Data Set by any party other than the DAC;
   (ii) the Handicap Index (current or historical) and GHIN number within any Golfer Profile Data;
   (iii) all Handicap Data and Course Rating System Data, if any; and
   (iv) all Association and Member Club Contact Data, excluding such data relating to the DAC.

7) **USGA Data Ownership.** Except for DAC Contributed Data, as between the USGA and the DAC, the USGA shall solely and exclusively own the Master Data Set, including all data referenced in Section 6(a) above, and all associated derivatives, and the DAC shall have no rights thereto except as expressly provided in this Agreement.

8) **Duty to Assist.** In connection with building the Master Data Set, the DAC shall assist the USGA in the collection and contribution of the DAC Contributed Data and Handicap Data for the Master Data Set in accordance with standards and protocols reasonably determined by the USGA, provided that in no event shall the DAC be required to provide any rights or take any actions which, in the DAC’s reasonable opinion, violate any applicable privacy laws or policies. The DAC shall further take all reasonable actions, and shall require its Tech Providers, to (a) keep information in the Master Data Set current and up to date and (b) to use the most current and up to date data when accessing the Master Data Set.

9) **DAC License.**

   (a) **DAC Contributed Data:** The DAC hereby grants to the USGA a perpetual, irrevocable, non-exclusive, transferable, sublicensable, worldwide, royalty free license to access, create derivatives, and use the DAC Contributed Data for inclusion in the Master Data Set and to utilize such data for the intended purpose of the Data Services Platform, as reasonably determined by the USGA, and for the implementation, administration and governance of the Rules of Handicapping. This license includes the right by the USGA to permit other regional, state or local golf associations, clubs, golfers and technology providers approved by the USGA to access and use the DAC Contributed Data to the extent it is part of the Master Data Set as necessary for the implementation, administration and governance of the Rules of Handicapping.

   (i) As used in this Agreement, the term “administration” in connection with the Rules of Handicapping includes, among others, the right by the USGA to: (a) provide third parties the right to access and modify certain Golfer Profile Data for purposes of golfer profile maintenance and to review GHIN Number, Handicap Index and club affiliation relating to a golfer and to make any necessary adjustments; (b) directly contact Member Golfers in case where a handicap related issue is escalated to the USGA, and (c) directly contact Member Golfers in case the DAC is no longer able to distribute Handicap Index for any reason and to share Golfer Profile Data with a third party who has been designated by the USGA to distribute Handicap Index to such
Confidential

golfer in the future.

(b) **Non-Handicap Related Services:** The DAC also grants to the USGA during the Term a non-exclusive, transferable, sublicensable, royalty free license to access and use, and provide access and use to the Association, the DAC Contributed Data for purposes of offering services to DACs and its golfers, such as educational workshops and opportunities to participate in the AGA’s golf tournaments (“Non-Handicap Related Services”). Such Non-Handicap Related Services may be subject to additional fees at the discretion of the USGA or Association, as applicable, and are in addition to any Fees applicable below.

(c) **Analytic Data:** The DAC further grants to the USGA a perpetual, irrevocable, non-exclusive, transferable, sublicensable, worldwide, royalty free license to access, use, create derivatives, and commercialize the DAC Contributed Data, in whole or in part, on its own or combined with any other data, for purposes of research, statistics, insights, performance metrics, benchmarking and any other data analytics activities relating to golf.

10) **Contracts between Golfer and the USGA.** To the extent that any DAC Contributed Data may include Golfer Profile Data relating to golfers who have direct contractual relationships with the USGA (for example, when a golfer accepts USGA’s Terms of Use and Privacy Policy while using a USGA golfer product or service) (“Directly Consented Data”), the DAC acknowledges and agrees that the USGA’s rights to collect and use Directly Consented Data shall be governed by the terms and limitations provided in that certain agreement between the golfer and the USGA, and the DAC shall have no right to control the use of such data by the USGA.

11) **USGA License.** The USGA hereby grants to the DAC during the Term a limited, non-exclusive, royalty free, non-assignable, non-transferable, non-sublicensable license to access and use the Master Data Set (excluding the DAC Contributed Data) as follows:

(a) **DAC Related Data:** Golfer Profile Data and Association and Member Club Contact Data relating to the DAC and its Member Golfers (“DAC Related Data”) may be accessed and used by the DAC for its own business purposes to the extent permitted by law and in compliance with its contract with the subjects owning such data. For purposes of clarity, DAC Related Data does not include:
   (i) any value-added or enhanced data that the USGA may independently associate with any Golfer Profile Data; or
   (ii) any Handicap Data and Course Rating System Data.

(b) **Non-DAC Related Data.** For all data in the Master Data Set that is not DAC Related Data, the DAC’s access and use of such data shall be limited to handicap administration and governance oversight purposes and for no other purpose, unless prior written consent is obtained from the USGA.

(c) **Data Merge.** Notwithstanding the foregoing, in the event that a Member Golfer is also a pre-existing member golfer of an Association at the time that his or her Golfer Profile Data are merged in the Data Services Platform (“Merge Date”) or if the Member Golfer becomes an Association member golfer after the Merge Date, then the Golfer Profile Data associated with such golfer shall continue to be part of the DAC Related Data until the golfer is no longer a Member Golfer.
12) DAC Obligations to Data. To the extent that the DAC accesses and uses the Master Data Set and contributes any DAC Contributed Data to the Master Data Set, the DAC shall:

(a) adhere to the USGA’s security requirements then in effect, including without limitation, implementing all required safeguards, but in no event less than reasonable and appropriate safeguards, to prevent breach or unauthorized access and use of such data by third parties;

(b) comply with all applicable federal, state and other local privacy, data security and advertising laws including, without limitation, the Children's Online Privacy Protection Act, the CAN-SPAM Act and any laws requiring access and deletion of information;

(c) take action to inform, and receive affirmative consent from, all subjects who are included in the DAC Contributed Data that all information (personal and non-personal) collected by the DAC and contributed to the Master Data Set may be (i) shared with the USGA and become part of the Master Data Set to be further shared with third parties as provided herein and (ii) further subject to the broad sharing of information with third parties as provided in the section titled “Sharing with Regional Associations, Member Clubs, Golfers and Approved Technology Providers” in the USGA Privacy Policy then in effect and located at http://www.usga.org/content/usga/home-page/handicapping/ghin-privacy-policy.html or such other URL as USGA may designate from time to time. The DAC agrees not to contribute any data or information to the Master Data Set of any subject if such person has not given affirmative consent to the sharing of data as provided herein; and

(d) immediately notify the USGA in writing upon the Association’s discovery of any actual or reasonably suspected breach of confidentiality, privacy or security with regard to the Data Services Platform or the Master Data Set.

FEES:

13) In consideration of the services provided by the USGA, including the handicap computation service, and the administrative and governance oversight provided by the Association, both as provided herein, the DAC shall pay to the USGA an annual per Member Golfer fee of Two Dollars ($2.00) (“Fee”). The Fee is payable by the DAC for each Member Golfer during a given calendar year, regardless of whether the Member Golfer had an active GHIN Number during the full calendar year (i.e., there shall be no pro-ration of Fees) or whether the golfer’s Handicap Index was ever computed during that year. If a Member Golfer has multiple active GHIN Numbers in a calendar year, then each such GHIN Number shall be counted as a separate Member Golfer for purposes of calculating the Fee. The USGA shall share such Fee with the Association, and no additional fee shall be payable by the DAC to the Association for the administrative and governance oversight described herein, provided however that such Fee shall be in addition to (i) any costs or fees that the DAC has agreed to pay its Tech Provider(s), and (ii) any fees payable to the USGA or Association for Non-Handicap Related Services described above. The DAC acknowledges that the USGA may impose a separate fee to the Tech Provider at its sole discretion.

14) Although the Fee is accrued and immediately due upon the counting of a Member Golfer, the USGA agrees to invoice the Fee in installments as mutually agreed. All invoices shall be paid by the DAC within thirty (30) days of the invoice date. An interest charge of up to one percent (1%) per month or the maximum rate permitted by law, whichever is lower, may be charged
by the USGA on overdue balances. At the DAC’s instructions, the USGA agrees to send all invoices to “Invoice Address” identified on the Schedule 1 attached hereto. Notwithstanding, the DAC acknowledges and agrees that it is solely responsible and liable for all amounts due under this Agreement.

LICENSE; MARKS AND ATTRIBUTION.

15) The USGA hereby grants to the DAC the non-exclusive, non-assignable, non-transferable right during the Term to distribute, through the Tech Provider, the Handicap Index as computed by the USGA, to the applicable Member Golfer. When distributing such Handicap Index, the DAC (i) must refer to such index as a “Handicap Index®” utilizing both words together at all times and using italics and the ® symbol when using such term in text, and (ii) may include a phrase indicating that such Handicap Index® was “computed and issued by the USGA”. Any additional references to the USGA shall be subject to the approval of the USGA, as the case may be, in its sole discretion. All uses of the USGA’s Marks (as defined below) shall be subject to the terms of Paragraph 16.

16) As between the USGA and the DAC, the DAC acknowledges that the USGA is the owner of the trademarks and service marks listed in “The Rules of Handicapping” manual, including but not limited to USGA®, United States Golf Association®, World Handicap System™, WHS™, Handicap Index®, Score Differential™, Low Handicap Index®, Course Handicap™, Playing Handicap™, Course Rating™, Bogey Rating™, SLOPE®, Slope Rating™ and Rules of Handicapping™ (“Marks”), as well as the handicap system formulas (hereinafter collectively referred to as the “Rules of Handicapping”). As the owner of these well-established Marks and Rules of Handicapping, the USGA has the right to authorize their use by others, and has the corresponding duty to ensure that those who are authorized to use such Marks and Rules of Handicapping do so in a manner which preserves the integrity and reliability which the public associates with the USGA and its Marks and Rules of Handicapping. Subject to the terms and conditions set forth below, the USGA grants the DAC the non-exclusive, non-transferable right to use the Marks (but not the USGA logo) and the Rules of Handicapping during the Term strictly in accordance with the Handicap Rules and the terms of this Agreement. The DAC agrees that:

(a) each proposed use of any of the Marks shall require the prior written approval of the USGA, and each request for approval shall describe in reasonable detail which Mark(s) will be used and the manner of such use, along with any mock-up’s or images if appropriate, provided that once a particular use of such Mark(s) has been approved, the DAC shall be entitled to use such Mark(s) in a substantially similar manner without additional approval from the USGA;

(b) nothing herein shall give the DAC any right, title, or interest in the Marks or the Rules of Handicapping (except the limited rights granted to the DAC pursuant to and in accordance with this Agreement);

(c) each of the Marks and the Rules of Handicapping is the sole property of the USGA;

(d) any and all prior and future use of the Marks and the Rules of Handicapping by the DAC shall inure to the benefit of the USGA;

(e) the DAC will not use any name, logo, design of handicap system identical with or confusingly similar to the Marks or the Rules of Handicapping or any other USGA mark
or USGA logo or to any design advertised with the Marks or the Rules of Handicapping;

and

(f) it will not file or maintain any application for any service mark or trademark, or obtain, maintain, or attempt to obtain any ownership of any service mark or trademark in any country of the world, which refers to or is confusingly similar to the Marks or any other trademark, service mark or logo of the USGA.

17) The USGA shall add the DAC to the Authorized Golf List, located in the handicap section of the USGA’s website (www.usga.org), which is the definitive list of golf clubs authorized to distribute a Handicap Index, provided that the USGA shall have discretion on whether to retain such a list at any time.

REPRESENTATIONS AND WARRANTIES; INDEMNITY

18) Representations and Warranties. The DAC represents, warrants and covenants that:

(a) the Tech Provider has proficient programming ability and experience to successfully use the API and access the Data Services Platform and to securely access and maintain data from the Master Data Set as contemplated herein;

(b) it has a written agreement with such Tech Provider containing terms that are consistent with the terms of this Agreement;

(c) it has not, and shall not, use nor grant any other entity any rights to use any USGA trademarks or service marks in any manner unless expressly permitted herein or approved in advance, in writing, by the USGA. Approval of any use of USGA trademarks or service marks shall be in the sole discretion of the USGA. Any unauthorized use of the USGA trademarks or service marks shall be a material breach of this agreement;

(d) all of its objectives and intended uses in connection with access to the Data Services Platform and the Master Data Set are consistent with the terms set forth herein and on Schedule 2 attached hereto. Any proposed additional utilization of the access granted under this Agreement must be submitted in writing to, and approved by, the USGA prior to being implemented. Any use of the access granted hereunder for a purpose not authorized in advance is a material breach of this Agreement, and the DAC understands and agrees that in the event of such a breach, the USGA may terminate this Agreement and the data access granted herein to the Data Services Platform immediately, in the USGA’s sole discretion, without a chance to cure;

(e) it is now and throughout the Term shall remain in compliance with all laws applicable to the performance of its obligations under this Agreement including, without limitation, those laws and regulations relating to privacy and security, including, without limitation, the Children's Online Privacy Protection Act and the CAN-SPAM Act;

(f) the DAC will abide by all the procedures, obligations, terms and conditions set forth herein; and

(g) the DAC shall have full responsibility for all aspects of its Tech Provider’s actions or inactions, including ensuring that all activities are performed in compliance with the terms
19) **Indemnity.** The DAC shall indemnify and hold harmless, and at the USGA’s option, defend the USGA, its licensors and service providers, and its and their respective officers, executive committee members, employees, agents and representatives, from and against any and all claims, causes of action, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees and expenses) (“Losses”) resulting from or arising out of claims, actions or proceedings brought by third parties against the USGA in connection with (i) any breach by the DAC or any Tech Providers of any provision of this Agreement, or (ii) any gross negligence or willful misconduct of the DAC or any Tech Providers. The USGA agrees to promptly notify the DAC in writing of any notice of a claim or a threatened or actual suit that may trigger an indemnification obligation by the DAC. The DAC shall have control of the defense of such claim, using attorneys reasonably acceptable to the USGA, and shall keep the USGA informed of the status of all matters on a regular basis, provided that the DAC may not agree to any settlement of any action or proceeding without the prior approval and consent of the USGA. The USGA agrees to provide the DAC with reasonable cooperation and assistance for the defense and negotiations of the claim.

**TERM AND TERMINATION**

20) **Term.** The term of this Agreement shall be from January 1, 2020 until December 31, 2020 (“Term”). This Agreement is renewable only with the written agreement of the parties. THE DAC ACKNOWLEDGES THAT ANY RENEWAL OR EXTENSION OF THIS AGREEMENT IS AT THE SOLE DISCRETION OF THE USGA AND THE DAC SHALL HAVE NO RECOURSE AGAINST THE USGA, AND THE USGA SHALL HAVE NO LIABILITY, IF IT DECIDES NOT TO RENEW OR EXTEND THIS AGREEMENT FOR ANY REASON.

21) **Termination for Breach.** Without limiting any other rights or remedies (including any right to seek damages and other monetary relief) that either party may have in law or otherwise, either party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder, provided that (a) the non-breaching party sends written notice to the breaching party describing in reasonable detail the breach and stating its intention to terminate this Agreement unless such breach is cured, and (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice.

22) **Consequence of Breach.** Except for any termination resulting from USGA’s material breach, any other termination prior to the expiration of this Agreement shall result in all Fees becoming immediately due and payable by the DAC.

23) **Withdrawal of Permission.** In the event the DAC wishes to withdraw or cancel its permission to grant the Tech Provider with access to any DAC Related Data as outlined in this Agreement, it shall do so in writing to the USGA and all access to data granted herein to the applicable Tech Provider shall be terminated within a reasonable period of time as determined by the USGA. Such withdrawal or cancellation of permission shall be Tech Provider specific and therefore the withdrawal or cancellation of permission for one or more Tech Providers shall not affect the rights and obligation of any remaining Tech Providers. This Agreement shall terminate if the DAC withdraws or cancels its permission for all of its Tech Providers.

24) **Return of Data**
(a) *By the USGA.* Except for any termination of this Agreement resulting from the DAC’s material breach, upon the written request of the DAC, the USGA agrees to provide to the DAC within a reasonable period of time a copy of all of the then current DAC Contributed Data on digital media or via electronic file, in a format mutually agreed by the Parties, subject to all invoices being paid in full by the DAC. The USGA may charge the DAC for such services, at the USGA’s sole discretion. The DAC acknowledges that the USGA shall have continued rights to use DAC Contributed Data as provided in this Agreement.

(b) *By the DAC.* Upon expiration or termination of this Agreement, the DAC shall either return to the USGA or delete from its system, at the USGA’s discretion, all copies of any data from the Master Data Set, excluding the DAC Contributed Data, and all APIs.

25) **Survival.** The following Sections shall survive the termination or expiration of this Agreement: Sections 4(f), 5-7, 9, 10, 16, 18, 19, 22, 24-38.

26) **Audit.** The USGA, in its discretion at any time during the Term, may select the DAC to complete an audit process to provide evidence that they are complying with all aspects of this Agreement and the Rules of Handicapping including without limitation using Marks correctly in connection therewith. The DAC may be selected for such audit randomly or based upon potential compliance issues identified by the USGA or the Association, and in the event it is selected for audit, the DAC agrees to provide all information requested by the USGA.

**DISCLAIMER OF WARRANTIES**

27) TO THE EXTENT PERMITTED BY LAW, DAC ACKNOWLEDGES AND AGREES THAT THE DATA SERVICES PLATFORM AND THE DATA MASTER SET, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS, DOWNLOADS AND MATERIALS CONTAINED THEREIN, ARE PROVIDED “AS IS,” “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO THE INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, CORRECTNESS, SECURITY, PRECISION, THOROUGHNESS, COMPLETENESS OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE USGA HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. TO THE EXTENT PERMITTED BY LAW, THE USGA DOES NOT WARRANT THAT ANY DEFECTS WILL BE CORRECTED IN A TIMELY MANNER OR AT ALL.

28) TO THE EXTENT PERMITTED BY LAW, USGA MAKES NO WARRANTY THAT THE DATA SERVICES PLATFORM OR THE DATA MASTER SET, IN WHOLE OR IN PART, WILL MEET THE DAC’S REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE DAC FROM THE USGA, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

29) THE USGA ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, THE DAC’S COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF ANY ACCESS TO OR USE OF THE DATA SERVICES PLATFORM.
LIMITATION OF LIABILITY

30) TO THE EXTENT PERMITTED BY LAW, IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL USGA OR ANY OF ITS OFFICERS, EXECUTIVE COMMITTEE MEMBERS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS (COLLECTIVELY, THE “PROTECTED ENTITIES”) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE DATA SERVICES PLATFORM OR ANY RELATED LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO THE DAC FOR ANY DIRECT DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AGGREGATE NET FEES PAID BY THE DAC TO THE USGA FOR THE FEES DURING THE MOST RECENT 12 MONTH PERIOD. THE DAC UNDERSTANDS AND AGREES THAT (A) THE MUTUAL AGREEMENTS MADE IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK, AND (B) THE PARTIES HERETO WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

MISCELLANEOUS

31) Confidentiality. Except as provided herein, each party agrees that all confidential, non-public or proprietary information supplied by or on behalf of a Party (“Disclosing Party”) to the other (“Receiving Party”) during the course of performing this Agreement shall be deemed “Confidential Information” of the Disclosing Party, regardless of whether such Confidential Information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” or not so marked. “Confidential Information” does not include information that: (a) is generally known by the public, unless it has become generally known through a breach of this Agreement or other confidentiality or non-disclosure agreement, obligation or duty; (b) was already known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party; (c) has been or is hereafter received by the Receiving Party from a third party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. The Receiving Party will use and permit use of Confidential Information solely for the purposes of this Agreement, protect and keep confidential the Confidential Information of the Disclosing Party from misappropriation and unauthorized use or disclosure, and at a minimum, will take precautions at least as great as those taken to protect its own confidential information of a similar nature. The Receiving Party may disclose confidential information of the Disclosing Party to the extent necessary to comply with applicable law or legal process, provided that the Receiving Party uses all reasonable efforts to coordinate the disclosure with the Disclosing Party before making such disclosure.

32) Notices. Unless otherwise provided, all notices, consents or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered personally, (b) three (3) business days after being mailed by first class mail, postage prepaid, or (c) one (1) business day after being sent by a reputable overnight
delivery service, postage or delivery charges prepaid, to the parties at their respective addresses. Notices may also be given by electronic mail and will be effective on the date transmitted if the receiving party confirms by written reply that they have in fact received and reviewed the notice. Notices to the DAC will be sent to the attention of the DAC Administrative Contact Person identified on Schedule 1. Notices to the USGA will be sent to the attention of its Managing Director, Handicapping and Course Rating, with a copy sent simultaneously to its Chief Legal Officer.

33) Assignment. Except as otherwise contemplated in this Agreement, neither Party may assign this Agreement or any of its rights or obligations hereunder, whether voluntarily or involuntarily, without the other Party’s prior written consent. Any assignment in violation of this Section shall be null and void.

34) Entire Agreement; Amendment; Waiver. This Agreement, including any exhibits and schedules to this Agreement, represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all previous oral or written communications or agreements, and all contemporaneous oral communications and agreements, between the parties and their respective affiliates regarding such subject matter. This Agreement may be amended, modified or supplemented by the parties, provided that any such amendment, modification or supplement must be in writing and signed by a duly authorized representative of each party. No waiver by a party with respect to this Agreement will be effective or enforceable against a party unless in writing and signed by that party.

35) Counterparts and Transmitted Copies. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (which can be by email (pdf format), or other electronic means) will be deemed an original, but all of which taken together will constitute one and the same instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than one original counterpart hereof.

36) Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof will not be affected thereby and will be enforceable without regard thereto.

37) Mediation. The parties shall attempt to resolve any disputes arising hereunder through non-binding mediation. Each party shall bear its own costs relating to such mediation. In the event such mediation is not successful in resolving such dispute(s), either party shall be entitled to seek any available remedies hereunder or at law.

38) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including those laws that are applicable to contracts entered into and performed entirely within that state, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of New Jersey.
Confidential

Please acknowledge your agreement to the terms set forth in this Agreement by signing in the space indicated below.

Sincerely,

Steven Edmondson
Managing Director of Handicapping & Course Rating

Accepted and Agreed:

[Name of DAC]

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: _____________________________
Email: _____________________________
DAC Information

1. **DAC Name:**
   - Primary Address:
   - Main Phone Number:
   - Date of Formation:

2. **DAC Administrative Contact Person**
   - Name:
   - Mailing address:
   - Phone number:
   - Email address:

3. **The DAC instructs the USGA to send all invoices to the following entity/address (Invoice Addressee):**

4. **Club Website and Social Media platforms (if applicable):**

5. **Association providing Administrative and Governance Oversight (USGA will provide this information)**
   - Association Name:
   - Contact Person:
   - Mailing address:
   - Phone number:
   - Email address:
Tech Provider Information

1. Name of the Tech Provider:
   Provide the name of the tech provider granted access to the Data Services Platform through APIs.

2. Name of Product/Service:
   Provide the name of the product suite or services that will be accessing the Data Services Platform through APIs.

   Note - The Tech Provider shall provide front end services, including golfer and score management, for a minimum of 10 Directly Authorized Clubs or 1,400 Member Golfers within a combination of Directly Authorized Clubs.

3. Description of how the product suite or services will be utilizing the APIs through the Data Services Platform
   Provide the details of the specific nature of the product and service that will be utilizing the APIs. Any modifications to the following must be made in writing and submitted to and approved by the USGA prior to implementation.

   Pursuant to the terms of the Agreement, the Tech Provider accessing the APIs must execute the API Agreement concurrently with the submission of this Agreement for review by the USGA. Any modifications to the information herein must be made in writing and submitted to and approved by the USGA prior to implementation.

   Please indicate below the APIs that the Tech Provider will need to interface with and if editor or read only access is requested:

<table>
<thead>
<tr>
<th>Club API Permissions</th>
<th>Read Only</th>
<th>Editor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create, edit, update, search club information</td>
<td>Read Only</td>
<td>Editor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Golfer API Permissions</th>
<th>Read Only</th>
<th>Editor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create, edit, update, search golfer information</td>
<td>Read Only</td>
<td>Editor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score API Permissions</th>
<th>Read Only</th>
<th>Editor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create, edit, update, search score information</td>
<td>Read Only</td>
<td>Editor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Course API Permissions</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Read only access – view course information</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
Data Replication API Permissions
Provides list of changes since specific date

—

[Name of DAC]  United States Golf Association

Name:       Name: Steven Edmondson
Title:       Title: Managing Director of
              Handicapping & Course Rating
Date:
Email Address:

To the extent applicable to the API Agreement with the Tech Provider, the terms of this Schedule
is agreed and acknowledged by:

[Name of Tech Provider]

—

Name:  
Title:  
Date:  
Email Address: