

## **CAMPSPOT SERVICE AGREEMENT**

Please Read Carefully.

Updated: March 1, 2022

This service agreement (“Agreement”) is between RezPlot Systems, LLC d/b/a Campspot (“we,” “us,” or “Campspot”) and the campground or park operator that has entered into and executed an order form (“Order Form”) with Campspot (“Customer,” “you” or “your”). This Agreement and the Order Form govern your use of Campspot’s products, services, websites, and content (collectively, the “Services”).

By entering into an Order Form, clicking accept, and/or by accessing and/or using the Services, you acknowledge and agree that you have read, understand and agree to be bound by all of the terms and conditions of this Agreement, effective as of such date (the “Effective Date”), as well as all other applicable rules or policies, terms and conditions and/or agreements that are and/or may be established by Company from time to time, and the foregoing shall be incorporated herein by reference. If you agree to this Agreement and applicable Order Form on behalf of an entity, you represent and warrant that you have authority to bind such entity to this Agreement and Order Form. If you do not accept this Agreement, now or in the future, please stop your use of the Services immediately, in which case any continuing access and/or use of the Services is unauthorized.

### **1. DEFINITIONS**

**“Account”** shall mean the account to which Campspot will provide you and/or your users with credentials (such as a username and password of your choosing) to access the administrative portal for the Services.

**“Booking Fee”** means the compensation due to Campspot for Rental Unit reservations made by a Guest.

**“Confidential Information”** shall have the meaning set forth in Section 7.1 of this Agreement.

**“Offline Booking”** means a booking made by your customer service representative via Campspot’s administrative portal (e.g., <https://reservation.campspot.com/admin/booking/...>).

**“Customer Data”** shall mean all data provided by you or on your behalf that is associated with your Account, including descriptions, photos, videos, and other content related to your parks, products and/or services.

**“Online Booking”** means a booking originating from your own website. The Services will be integrated into your website so that a Guest visiting your website who seeks to make a reservation will be directed to Campspot to complete the booking. This is done through a link that takes the Guest to a page on Campspot’s website that identifies and is configured for your park (e.g., [https://reservation.campspot.com/\[customer identifier\]](https://reservation.campspot.com/[customer identifier])).

**“Disclosing Party”** shall have the meaning set forth in Section 7.1 of this Agreement.

**“Effective Date”** shall have the meaning set forth in the preamble of this Agreement.

**“Extended Stay”** includes but is not limited to any form of an overnight accommodation, campsite, tent site, cabin, recreational vehicle rental, boat slip, day pass, storage space available for rent using Campspot that is rented or occupied for a term of 28 days or longer consecutively by the same guest(s)

**“Guest”** means any customer or prospective customer of your campground or park.

**“Intellectual Property”** shall have the meaning set forth in Section 5.1 of this Agreement.

**“Legal Requirement”** shall have the meaning set forth in Section 7.4 of this Agreement.

**“Marketplace Booking”** means a booking that is initiated by Campspot or that the Guest finds through Campspot’s online marketplace (the “Campspot Marketplace”) (e.g., campspot.com), which contains listings of resorts, campgrounds, and parks from many different operators, along with trip planning tools and features that are helpful to consumers planning their camping trips.

**“Marketplace Fee”** means the compensation due to Campspot for Rental Unit reservations made by a Guest via Campspot’s online Marketplace (e.g. Campspot.com), which shall include the Booking Fee for reservations placed through the online Marketplace and/or referral fee for the Rental Unit reservation.

**“Order Form”** shall mean the initial statement of work and any subsequent forms submitted online or in written form, specifying, among other things, the subscription, applicable fees, and additional services under this Agreement.

**“Receiving Party”** shall have the meaning set forth in Section 7.1 of this Agreement.

**“Rental Unit”** includes but is not limited to any form of an overnight accommodation, campsite, tent site, cabin, recreational vehicle rental, boat slip, day pass, storage space and any add-on available for rent using Campspot. An “administrative hold” made through Campspot shall not constitute a Rental Unit for purposes of calculating fees.

**“Representatives”** shall have the meaning set forth in Section 7.2 of this Agreement.

**“Services”** shall have the meaning set forth in the preamble of this Agreement.

**“Term”** shall have the meaning set forth in Section 13.1 of this Agreement.

## **2. THE SERVICES**

**2.1 Description of Services.** The specific Services ordered are listed in the applicable Order Form that the parties may enter into from time to time, each of which is incorporated into this Agreement. In general, the Services include features for accepting and managing reservations for park accommodations and other goods and services you may offer at your park. The Services support bookings by Guests directly through your website and may, at our election, also support bookings through the Campspot Marketplace. For the purposes of this Agreement, the Campspot Marketplace and its features and technology shall be deemed part of the Services, unless otherwise indicated in the applicable Order Form.

**2.2 Scope of License.** Subject to the terms of this Agreement, any Order Form (upon Campspot's acceptance of such order), any applicable documentation provided by Campspot, and payment of all applicable fees, Campspot grants you a limited, non-exclusive, non-assignable right and license to use the Services during the Term of this Agreement solely for your internal business operations. You acknowledge and agree that you will abide by Campspot's privacy policy located at <https://www.campspot.com/privacy-policy>, as it may be changed from time to time by Campspot in its sole and absolute discretion, and which such then-current version shall be incorporated herein by reference. You may allow your employees, and Representatives to access and use the Services on your behalf, provided that you shall be fully liable for their acts and omissions with respect to their use of the Services and their failure to comply with the terms, conditions, and obligations set forth in this Agreement and the applicable Order Form.

**2.3 Account Setup.** Upon registration for the Services, Campspot will provide you and/or your users with credentials (such as a username and password of your choosing) to access the administrative portal and your Account. You will determine the access controls for your users and will be liable for activity occurring under your Account, including without limitation compliance with the terms and conditions of this Agreement. When registering for your Account, you must provide true, accurate, current, and complete information about yourself and your park, and you must continue to maintain and update the information you have provided so that it remains true, accurate, current, and complete for as long as you continue to use the Services.

**2.4 Hosting; Maintenance.** You acknowledge and agree that Campspot uses third-party service providers to host and provide the Services and store Customer Data, and the protection of such data will be in accordance with such third party's safeguards for the protection of the security, confidentiality, and integrity of Customer Data. Unless otherwise indicated in the applicable Order Form, technical support for the Services will be as set forth in the Exhibit A hereto. During the Term, Campspot will make available to you such updates, patches and bug fixes with respect to the Services as may, from time to time, be developed and made generally available by Campspot to its clients. Campspot reserves the right to modify and/or discontinue, temporarily and/or permanently, the Services and/or any features or portions thereof without prior notice. Customer agrees that Campspot will not be liable for any modification, suspension and/or discontinuance of the Services or any part thereof. Please be advised that not all of Campspot's features may be available on every web browser type or version.

### **3. FEES**

**3.1 Prices for Your Products and Services.** You have sole discretion to set the prices for your accommodations and other products and services that you offer using the Services. By logging into your Account, you will be able to enter the list of products and services you offer to Guests, along with the standard price for each item. Notwithstanding the foregoing, from time to time Campspot may offer Guests promotions or discounted rates on the Campspot Marketplace (whether offered to all users, a subset of users, or targeted to specific users). You agree that Campspot may offer any Guest a discount off the standard price set by you in Campspot's sole discretion. However, the discount provided to the Guest will come out of Campspot's Booking Fee, such that you will still receive the same revenue from a transaction regardless of whether the Guest receives a discount. Campspot may offer such discounts up to the amount of the Booking Fee (in which case the Booking Fee will be reduced down to zero; for smaller discounts, the Booking Fee will be reduced accordingly).

**3.2 Fees for Services.** In consideration of the provision of the Services described herein and/or in any Order Form, you agree to pay Campspot the fees set forth in the duly executed Order Form. All fees due and payable by Customer to Campspot under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. The fees reflected in such Order Form shall be in U.S. dollars. Campspot may change its fees at any time in its sole and absolute discretion, and such changes shall apply following prior notice of any such change. Customer's continued use of the Services following such changes shall be conclusively deemed an acceptance of all such changes.

**3.3 Payment of Fees.** Unless otherwise set forth in the applicable Order Form, all fees due under an Order Form shall be paid by either credit card or ACH withdrawals from your account pursuant to the terms of a recurring payment authorization form. Fees will be invoiced on or before the 5th of the month following the month that the fees were incurred. Payment is due on or before the 10th of each month for the previous month's fees. If you have provided a recurring payment authorization form, Campspot will automatically charge your credit card or submit an ACH debit on or about the 10th of each month. If you fail to timely pay fees when due or if Campspot is unable to collect any ACH debit or credit card charge provided pursuant to the recurring payment authorization form, Campspot, at its sole discretion, may either deem such an event as default in accordance with this Agreement. In the case of a credit card or ACH transaction being rejected for Non-Sufficient Funds (NSF), incorrect payment information, or incorrectly disputed charges, Campspot may, at its discretion, charge \$10 for each returned payment. Campspot will reach out to obtain new payment information and reprocess.

**3.4 Taxes.** In addition to the fees listed in the applicable Order Form, Campspot will invoice you for any applicable taxes. If you are exempt from sales tax, Campspot will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate is provided to Campspot. You are solely responsible for any state, local, federal, and foreign taxes or duties imposed in connection with this Agreement, the Services, and any transactions associated with your goods and/or services, and you will hold Campspot harmless from any costs, expenses, fines, or penalties incurred by Campspot relating to such taxes (expressly excluding, however, any taxes imposed on Campspot based on its income).

**3.5 Review of Statements; Disputes.** You shall promptly review all statements provided by Campspot and notify Campspot in writing of any errors (including without limitation any error in the calculation of the Booking Fees billed or charged) within sixty (60) days of receiving such statements. If you claim that any statement or charge is in error, you must provide written notice to Campspot within such period detailing the disputed amount and the reasons and calculations behind such dispute. All statements, charges, and amounts will be deemed correct, and all claims and disputes related thereto will be deemed waived, unless such written notice is received by Campspot within the required time period.

## **4. YOUR RESPONSIBILITIES**

**4.1 Representations and Warranties.** You represent, warrant, and agree that: (a) you have all necessary authority to enter into and perform this Agreement; (b) your performance of this Agreement will not violate or conflict with any other agreement to which you are bound; and (c) you will comply with all applicable laws, rules and regulations applicable to your business and to your performance under this Agreement.

**4.2 Your Accommodations.** You are solely responsible for (i) the accommodations, products, and/or services that you provide to your Guests, including those which you offer through the Services and/or for which you accept reservations using the Services, (ii) ensuring the quality and safety of such accommodations, products and/or services, and (iii) any and all claims arising out of or relating to such accommodations, products and/or services, including without limitation the use of such accommodations, products and/or services by businesses and consumers. You represent, warrant, and agree that you will (a) operate your business in accordance with prevailing industry standards; (b) deliver all accommodations, goods, and services purchased by Guests as agreed; and (c) handle all customer service requests and disputes by Guests in a professional manner and in accordance with industry standards, with personnel having appropriate training and expertise. You will maintain all required licenses and permits to operate your business and provide the accommodations, goods, and services, and you will maintain adequate insurance coverage appropriate to your industry.

**4.3 Policies.** You will clearly communicate your policies to Campspot and your Guests in writing, including without limitation your cancellation and refund policies and your policies regarding your use of any personal information you collect, and you will provide prompt written notification in the event of any updates to such policies. You agree that your customer policies (including without limitation your cancellation and refund policies and your policies regarding your use of any personal information you collect) will be reasonable and consistent with industry standards. You will obtain any consents necessary from your Guests or any other person relating to the collection, use, processing, transfer and disclosure of personal information.

**4.4 Account Security.** You are solely responsible for your and your users' use of the Services, Account, and access credentials. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services and will promptly notify Campspot of any such unauthorized use. You agree that Campspot will be entitled to rely on all information it receives from your Account and may assume that all such information was transmitted by you or on your behalf with your authorization. You will be solely liable for any unauthorized access or misuse of the Account or Services or the access credentials, and you shall hold Campspot harmless from any losses or damages caused by such unauthorized access or misuse.

**4.5 Communications from Campspot.** You agree to receive certain communications in connection with the Services. When you access and/or use the Services, you are communicating with us and other users electronically, and you consent to receive communications from us electronically. We will communicate with you by e-mail and/or by posting notices on the Services. You acknowledge and agree that all agreements, notices, disclosures and/or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**4.6 Your Conduct.** Campspot grants you the rights set forth herein, subject to the following conditions:

- (a) You shall not modify, disassemble, reverse engineer and/or otherwise reduce to human-perceivable form all or any part of the Services;
- (b) You shall not use or permit the use of, reproduce and/or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, rent, lease, and/or transfer the Services, any portion thereof, and/or any of your rights thereto;
- (c) You shall not submit and/or transmit any emails and/or materials through the Services that contain a virus, worm, Trojan horse and/or any other harmful component;
- (d) You shall not access all or any part of the Services in order to build a product and/or service which competes with the Services;
- (e) You shall not merge the Services or any portion thereof with any other program and/or materials;
- (f) You shall not copy and/or imitate part or all of the design, layout and/or look-and-feel of the Services and/or individual sections of it, in any form and/or media;
- (g) You are responsible for the accuracy and quality of the data and content that you submit and shall not violate the intellectual property rights of anyone;
- (h) You shall act in accordance with all applicable laws, rules and regulations;
- (i) You shall not submit content that is offensive, including without limitation, bigotry, racism, discrimination, hatred and/or profanity;
- (j) You shall not intentionally hold Campspot and/or its officers, directors and/or employees up to public scorn, ridicule and/or defamation;
- (k) You shall not adapt, translate, localize, port, and/or otherwise modify the Services and/or any other compiled software provided or made available by Campspot hereunder;
- (l) You shall not promote and/or provide information about illegal activities and/or physical harm or injury to any group, individual, institution and/or property;
- (m) You shall not attempt to do any of the following: access data not intended for you, monitor the Services for purposes of gathering data about other customers and their products and/or services, and/or interfere with the Services in relation to any user in any manner;
- (n) You shall not use the Services for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided; and/or
- (o) You shall not permit any other person and/or entity to engage in any of the foregoing conduct.

**4.7 Campspot's Rights.** Campspot reserves the right to disable access to any Account and/or remove any Customer Data that violates the foregoing restrictions. Campspot shall have no liability to you in the event that Campspot takes such action. You agree to indemnify and defend Campspot against any claim arising out of a violation of your obligations under this Article 4.

## **5. OWNERSHIP**

**5.1 Intellectual Property.** Campspot retains all rights, title, interest and ownership of any and all Intellectual Property and proprietary rights with respect to the Services (including without limitation the Campspot Marketplace), and any other materials provided or made available to you by Campspot hereunder. "Intellectual Property" means all intellectual property including without limitation all patents, inventions, trademarks, service marks, trade names and trade dress, copyrights and copyrightable

works, trade secrets, know-how, design rights and database rights. Except for the rights expressly granted to you in this Agreement, all such Services and other materials that are provided or made available, and all work product that is developed, under this Agreement, all modifications, compilations, and derivative works thereof, and all Intellectual Property and proprietary rights pertaining thereto, are and shall remain the property of Campspot and its respective licensors (and to the extent any rights of ownership in any such materials, works, or rights might, for any reason, otherwise vest in Customer, Customer hereby assigns such ownership rights to Campspot).

**5.2 Customer Data.** You retain all ownership rights in and to the Customer Data provided by you or on your behalf that is associated with your Account. Campspot will take commercially reasonable steps to protect the confidentiality and security of Customer Data residing in your Account, in accordance with Campspot's Privacy Policy. You are solely responsible for the accuracy, quality, integrity and legality of all Customer Data. By submitting Customer Data, you represent and warrant that such content is truthful, accurate, and complete in all respects, that it does not violate the terms of this Agreement, and that you have adequate rights to submit Customer Data. You also warrant (or warrant on behalf of the owner of such rights) that all confidentiality and moral rights in Customer Data have been waived. Campspot shall not be subject to any obligations of confidentiality regarding any information and/or materials submitted through the Services except as otherwise specified in this Agreement and/or the Privacy Policy and/or as otherwise required by law. Campspot is not responsible for any unauthorized access to, alteration of, and/or the deletion, destruction, damage, loss and/or failure to store any Customer Data. You agree that Campspot may contact your users and/or Guests directly to provide the Services.

**5.3 License to Customer Data.** You grant Campspot and its Representatives an unrestricted nonexclusive, perpetual, royalty-free, irrevocable, transferable, worldwide right and license to use, reproduce, modify, adapt, translate, display, publish, transmit, and distribute Customer Data and any content you provide or submit in any form or medium as necessary to provide the Services to you and for Campspot's internal business purposes, including but not limited to product improvement, benchmarking, and data analysis. Campspot may de-identify and anonymize Customer Data. Such de-identified data shall no longer constitute Customer Data or your Confidential Information and Campspot may use such de-identified data for any lawful purpose. In addition, if you provide us with any feedback or suggestions regarding the Services, you agree that we may use such feedback or suggestions for any purpose and without restriction or obligation of compensation or confidentiality, including without limitation to incorporate such feedback or suggestions into future versions of the Services. You further hereby grant campsites, guests and other users the right to access, view and/or use Customer Data posted through the Services in connection with their use of the Campspot website, marketplace and related services. You shall not imply that Customer Data is in any way sponsored and/or endorsed by Campspot. Campspot may further use Customer Data, including your name, logo and images in its marketing materials, unless you specifically request in writing to opt-out of such use.

**5.4 Third-Party Content.** The Services may include access to content created, owned, or controlled by third parties (including without limitation links to third-party websites). While we may make these available to you, they are not under our control and we are not responsible for their content, nor do we guarantee their accuracy or availability to you. You may be required to agree to such third parties' terms and conditions in order to use or access their content or websites. Accordingly, we encourage you to review the terms of use and privacy policies, if any, associated with third-party content or websites.

## 6. Ratings

After a Guest completes a stay, the Guest may be permitted or encouraged to submit a review based on the customer experience, quality of the accommodations and service received, etc., and Campspot may send out surveys to Guests for this purpose. You understand and agree that we are not responsible for the content or rating of any review, or any other content or materials posted on the Campspot Marketplace by any user, and that we will be under no obligation to remove or modify any review, even if challenged by you, unless you can prove that the review was clearly fraudulent. You may not review or rate your own business or the business of your competitors, or pay or induce any other person to do so. You may not post any comments or other content related to your business except as expressly authorized by Campspot, and only then if you clearly identify yourself as the owner or operator of the business. You understand and agree that the display of any user-submitted content on the Campspot Marketplace or related sites (whether by you or any other user) does not constitute an endorsement by Campspot of such content or the user.

## 7. CONFIDENTIALITY

**7.1 Confidential Information.** “Confidential Information” includes all information related to the business of one party (“Disclosing Party”) and any of its affiliates, clients and other third parties, to which the other party (“Receiving Party”) has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with the Services, including without limitation: its business, legal, and operational practices, financial, technical, commercial, marketing, competitive advantage or other information concerning the business and affairs, partnerships and potential partnerships, business model, fee structures, personally identifiable customer or employee information, funding opportunities, metrics, know-how, systems, procedures and techniques that has been or may hereafter be provided or shown to the other party, regardless of the form of the communication and the terms and conditions of this Agreement.

**7.2 Representatives.** Subject to your responsibilities under Section 5.2 hereof regarding any loss and/or breach of any Customer Data, the Receiving Party will keep the Confidential Information confidential, and may disclose the Confidential Information to its officers, directors, employees, agents and subcontractors (and their employees) (“Representatives”) who have a need to know such Confidential Information solely in connection with this Agreement. The Receiving Party will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms of this Agreement. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party’s prior written permission and without such third party having a contractual obligation (consistent with this Article 7) to keep such Confidential Information confidential. The Receiving Party will not use any Confidential Information for any purpose other than to perform its obligations under this Agreement.

**7.3 Exclusions.** Confidential Information does not include information that: (i) is obtained by the Receiving Party from the public domain without breach of this Agreement and independently of the Receiving Party’s knowledge of any Confidential Information; (ii) was lawfully and demonstrably in the possession of the Receiving Party prior to its receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (iv) becomes known by the Receiving Party from a third party independently of the Receiving Party’s knowledge of the Confidential Information and is not subject to an obligation of confidentiality.



**7.4 Legal Requirements.** If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

**7.5 Disclosure.** In the event that the Receiving Party learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, the Receiving Party will immediately give notice of such event to the Disclosing Party.

**7.6 Disposition of Confidential Information on Termination.** Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is (i) destroyed in accordance with applicable law, rule or regulation and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed.

**7.7 Equitable Relief.** Each party acknowledges that a breach of this Article 7 may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, and agrees that the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

## **8. NO CIRCUMVENTION**

You may not use the Campspot Marketplace or other portions of the Services to circumvent the pricing structure of the Services, including without limitation to use the Campspot Marketplace as an advertising platform unconnected to the payment Services, to solicit Guests independent of the Services, or to encourage Guests who find your business through the Campspot Marketplace to complete a booking off of or independent of the Campspot Marketplace. You agree that we may use cookies or other technologies to track a Guest's purchases after visiting the Campspot Marketplace (as such technologies may be described in Campspot's Privacy Policy), or otherwise investigate any purchase or transaction made by a Guest in any manner (consistent with Campspot's obligations to the Guest), and we reserve the right to charge you the Campspot Marketplace Booking Fee for any booking by a Guest that we determine, in our sole discretion, received a purchased good or service through the Campspot Marketplace.

## 9. AUDITS

Campspot may audit your use of the Services. You agree to cooperate with Campspot's audit and provide reasonable assistance and access to information. You agree to pay, immediately upon demand, any fees applicable to your use of the Services in excess of your rights. If you do not pay, Campspot can end your Services and/or the Agreement. You agree that Campspot shall not be responsible for any of your costs incurred in cooperating with the audit.

## 10. DISCLAIMER

THE SERVICES ARE PROVIDED 'AS IS' AND CAMPSPOT DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CAMPSPOT WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT CAMPSPOT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CAMPSPOT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

## 11. LIMITATION OF LIABILITY

NEITHER PARTY NOR ANY OF EITHER PARTY'S OWNERS OR AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. CAMPSPOT'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CAMPSPOT FOR THE SERVICES UNDER THE ORDER FORM THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST CAMPSPOT SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THIS AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. The foregoing limitations shall in no event apply to either party's indemnification obligations under this Agreement.

## 12. INDEMNIFICATION

**12.1 By Campspot.** Campspot will defend you against any claim, suit, or action by a third party, and pay any court-ordered damages and reasonable attorney's fees, or settlement amount, resulting from such claim, to the extent the claim alleges that the Services infringe the third party's Intellectual Property rights. Campspot shall have no indemnification obligation or liability for any claim arising in whole or in part from any: (a) third-party products or services; (b) use of the Services in violation of or in a manner inconsistent with the terms of this Agreement or the applicable documentation; (c) modifications to the Services (other than by Campspot); or (d) use of the Services in combination with any third-party products or services (other than as provided by Campspot). If the Services are, or in Campspot's opinion is likely to become, the subject of an infringement claim, then Campspot may: (i) obtain for you the right to continue using the Services; (ii) replace or modify the Services to avoid infringement, if such replacement or modification has substantially the equivalent capabilities as the

Services; or (iii) if Campspot is not able to satisfy either (i) or (ii) after commercially reasonable efforts, refund to you any amounts prepaid for the affected portion of the Services for the unused remainder of your subscription term, and discontinue your use of the Services. THIS SECTION SETS FORTH CAMPSPOT'S SOLE OBLIGATION AND LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO INDEMNIFICATION AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY CAMPSPOT.

**12.2 By You.** You will defend, indemnify, and hold harmless Campspot and its directors, officers, employees, agents and other Representatives, from and against any and all claims, actions, losses, damages, costs, and expenses (including without limitation reasonable attorney's fees and litigation fees) based upon, arising out of or relating to: (i) any actual or alleged breach of this Agreement by you or any of your employees, contractors, users, agents or other Representatives; (ii) use of the Services in any manner inconsistent with this Agreement or the applicable documentation; (iii) violation by you or your employees, contractors, users, agents or other Representatives of any applicable law or any rights of a third party; (v) negligence or criminal or willful misconduct by you or your employees, contractors, users, agents or other Representatives; and/or (vi) your park, accommodations, or other products or services you provide, Customer Data, or any materials provided by you in connection with the Services (including with respect to any claim of intellectual property infringement regarding the same).

**12.3 Process.** The indemnified party shall (i) provide notice to the indemnifying party of any claim promptly upon becoming aware of the same, (ii) provide the indemnifying party the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, with respect to a claim and not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise said claim or action except upon the express written instructions of the indemnifying party, and (iii) act in accordance with the reasonable instructions of the indemnifying party and give the indemnifying party such assistance as it shall reasonably require in respect of the conduct of the said defense including without prejudice to the generality of the foregoing the filing of all pleadings and other court processes and the provision of all relevant documents. The indemnified party acknowledges and agrees that it shall use commercially reasonable efforts to mitigate the costs and expenses related to such claim. The indemnified party may reasonably participate in such defense, at its sole expense.

## **13. TERM AND TERMINATION**

**13.1 Term.** This Agreement shall commence upon the Effective Date and continue until all Order Forms have expired or have been terminated (the "Term"), unless earlier termination in accordance with this Article 13.

**13.2 Termination for Breach.** If either you or Campspot breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement and/or the applicable Order Form. The non-breaching party may agree in its sole discretion to extend the 30-day cure period for so long as the breaching party continues reasonable efforts to cure the breach. Notwithstanding anything herein to the contrary, Campspot may immediately terminate this Agreement by notice to you upon the occurrence of any of the following events: (i) if you assign or attempt to assign this Agreement in breach of Section 15.6 herein, (ii) you fail to comply with laws, rules and regulations applicable to you or the conduct of your business; (iii) breach of your representations and

warranties; (iv) in the event of a monetary breach following written notice thereof; and/or (iv) if you make a general assignment for the benefit of creditors or admit in writing your inability to pay debts as they mature.

**13.3 Termination for Convenience.** Either party may terminate this Agreement and/or any SOW upon thirty (30) days prior written notice to the other party.

**13.4 Suspension by Campspot.** Campspot may immediately suspend your password, Account, and access to or use of the Services: (i) if you fail to pay Campspot as required under the Agreement and do not cure within the first ten (10) days of the 30-day cure period; (ii) your use of the Services poses a security risk to the Services, Campspot or any other client of Campspot; or (iii) your use of the Services is or is reasonably likely to adversely and immediately impact the Services. Any suspension by Campspot of the Services under this section shall not excuse you from your obligation to make payments under the Agreement.

**13.5 Effect of Termination.** Upon any termination or expiration of this Agreement for any reason, all rights to access or use the Services shall immediately end. Termination for any reason shall not relieve you of your obligation to pay any fees owed under this Agreement as of the date of termination. Upon termination, you will pay all outstanding fees, charges and expenses owed through the effective date of termination. At your request, and provided you are not in default of this Agreement or any Order Form, for a period of up to sixty (60) days after the termination of the applicable Order Form, Campspot may permit you to access the Services solely to the extent necessary for you to retrieve a file of Customer Data then in the Services environment. You acknowledge and agree that Campspot has no obligation to retain Customer Data and that Customer Data may be irretrievably deleted after sixty (60) days following the termination of the Order Form.

#### **14. DMCA COPYRIGHT POLICY AND COPYRIGHT AGENT**

Campspot respects the intellectual property rights of others and expects you to do the same. We reserve the right to block access to and/or remove material that we believe in good faith to be copyrighted material that has been illegally distributed by you and/or third parties and remove and discontinue service to repeat offenders. We will respond to clear notices of copyright infringement when you provide the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- (iv) Information sufficient to permit Campspot to contact you, such as your physical address, telephone number, and, if available, an electronic mail address.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Contact information for Company's DMCA Agent for notice of claims of copyright infringement is: RezPlot Systems, LLC, Attn: Copyright Agent, 38 Commerce Ave. SW, Suite 200, Grand Rapids, MI 49503.

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Article

The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Services linked to and/or from the Services. All other inquiries directed to the Copyright Agent will not be responded to.

## **15. GENERAL**

**15.1 Entire Agreement.** This Agreement, including its schedules, exhibits, attachments (including any Order Form), and any other document which is incorporated by reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the Services ordered by you, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding the subject matter hereof. Without limiting the foregoing, this Agreement expressly incorporates the Terms of Use provided on the Campspot website and the Privacy Policy available at <https://www.campspot.com/privacy-policy>.

**15.2 Amendments.** Except as otherwise set forth in Section 3.2 herein, Campspot may, at any time, for any reason, in its sole and absolute discretion, make changes to this Agreement (including any policy or terms incorporated herein) upon 30 days' prior written notice to you. Customer's continued use of the Services following the posting of changes will mean that Customer accepts and agrees to the changes to this Agreement.

**15.3 Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Michigan (without regard to its conflict of law principles), and the parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement. Any such dispute shall be brought before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. The parties hereby waive any objection based on inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

**15.4 Relationship of the Parties.** Campspot is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance. You shall obtain, at your sole expense, any rights and consents from third parties necessary for Campspot and its Representatives to perform the Services under this Agreement. You understand that Campspot's third-party service providers, including any third-party firms retained by you to provide computer consulting services, are independent of Campspot and are not Campspot's agents. Campspot is not liable for nor bound by any acts of any such third-party service provider.

**15.5 Actions.** Except for actions for nonpayment or breach of Campspot's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued. The prevailing party in any litigation between the parties relating to this Agreement will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief that it may be awarded.

**15.6 Assignment.** This Agreement is not assignable by you without the prior written consent of Campspot, which consent shall not be unreasonably withheld. Any attempt at assignment without such consent shall be null and void and of no force and effect, and will constitute a breach of this Agreement. Campspot may assign this Agreement or delegate its obligations hereunder to any party in its sole discretion. Subject to the foregoing, this Agreement will inure to the benefit of the parties and their respective successors and permitted assigns.

**15.7 Severability.** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable under the law of any jurisdiction, such illegality, invalidity, or unenforceability will not render this Agreement illegal, invalid, or unenforceable as a whole, and such provision will be changed or interpreted so as to best accomplish the objectives of the provision, and the remaining provisions will remain in full force and effect.

**15.8 Waiver.** No waiver of any of the terms of this Agreement or any Order Form will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

**15.9 Force Majeure.** Except for your payment obligations, neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Services upon written notice.

**15.10 Survival.** Any provision of this Agreement which, by its nature, would survive termination of this Agreement will survive any such termination of this Agreement.

**15.11 Headings.** The headings and titles of the Articles and Sections of this Agreement are not part of this Agreement, but are for convenience only and are not intended to define, limit or construe the contents of the provisions contained herein.

**15.13 Notices.** If you wish to provide any notice to Campspot under this Agreement, please promptly send written notice to: RezPlot Systems, LLC d/b/a Campspot, 38 Commerce Ave. SW, Suite 200, Grand Rapids, MI 49503. Notices to you may be given by means of a general notice on the Campspot portal for the Services, or may be sent to you by electronic mail to your email address on record in Campspot's account information. Notices to you may also be given by written communication sent by first class mail or pre-paid post to your address on record in Campspot's account information, and the mailing of the same shall constitute delivery.

**15.14 Customer Reference.** You agree that Campspot may identify you as a recipient of Services and use your logo in sales presentations, marketing materials and press releases, and to develop a brief customer profile for use by Campspot on its website for promotional purposes.

**EXHIBIT A**  
**Technical Support**

Campspot shall provide technical support during the following hours: Monday - Friday 9AM-8PM ET, Saturday 9AM-6PM ET, excluding holidays. Campspot technical support may be reached by phone at (616) 226-5500 option 2, by email at support@campspot.com, or by chat. The Services are optimized for the Google Chrome web browser. Campspot shall have no obligation for Level 2 or Level 3 defects arising from your use of a web browser other than the current version of Google Chrome.

The rates for technical support are set forth in the applicable Order Form.

Campspot shall exercise commercially reasonable efforts to respond to any technical support request within the following time frames:

<b>Severity Level</b>	<b>Response Time</b>
<b>Level 1 Defect</b> (a defect that renders the Service inoperable)	24 hours
<b>Level 2 Defect</b> (a defect that materially impairs the Service, with the consequence that your business can be performed but in a restricted or inefficient manner)	3–5 days
<b>Level 3 Defect</b> (a defect that does not significantly affect your current day-to-day business operations; but the performance or efficiency of your business operations might improve if such defect were to be corrected)	7–10 days

**Service Level Agreement**

**Availability**

Campspot uses Amazon Web Services as its third-party hosting provider, and will use commercially reasonable efforts to make the Services available to you with a Monthly Uptime Percentage of at least 99.95%. In the event that Amazon Web Services does not meet the Monthly Uptime Percentage, you must provide written notice to Campspot no later than five business days after the last day of that particular month or within such other period stated in the Order Form. In such event, Campspot will provide a service credit to you calculated at ten percent (10%) of net monthly fees owed to Campspot (“Service Credit”) for the applicable Services for the applicable month in which Amazon Web Services does not meet the Monthly Uptime Percentage. The Service Credit will be provided only towards any outstanding balance for Services owed to Campspot, and the remittance of the Service Credit will represent your exclusive remedy, and Campspot’s sole liability for any Unavailability.

**“Exclusions” means the Services are Unavailable for any of the following reasons:**

- Suspension under Section 13.3 of the Agreement;
- Caused by factors outside of Campspot’s reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of Amazon Web Services;
- That result from any voluntary actions or inactions by you or your Representatives;
- That result from your failure to comply with the Campspot’s documentation;
- That result from your equipment, software or other technology and/or third-party equipment, software or other technology; or
- That result from any scheduled maintenance (not to exceed 30 minutes per month or otherwise occurring between the hours of 1:00 a.m. to 7:00 a.m. Eastern Time).

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of one-minute periods during the month in which the Services were Unavailable, prorated for any partial months. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion.

“Unavailable” or “Unavailability” means a Level 1 Defect (as defined above).