

## **Hosted Software & Services Agreement of MYLAPS US, Inc.**

You must agree to the Terms of Service.

This Hosted Software & Services Agreement ("Agreement") is made effective as of the date of your online acceptance of this Agreement ("Effective Date") and entered into between MYLAPS US, Inc., 2030 Powers Ferry Road, SE, Suite 110, Atlanta, Georgia 30339 ("MYLAPS" or "we" or "us") and the entity or organization on whose behalf you are accepting this Agreement ("you" or "your" or "Customer"). MYLAPS agrees to provide you the Services (as defined below) subject to the following terms and conditions. **Please read this Agreement carefully. By (electronically) agreeing and accepting, you acknowledge that you have read and understand these terms and represent that you have the authority to enter into this Agreement on behalf of the Customer.**

1. Services. MYLAPS will provide you with access to certain of its hosted software and hardware products (collectively, "Product(s)") as well as applicable related services and support ("Services") based on the functionality, features, options and fees related to the Products and Services you have elected to receive. To assist us in the delivery of the Products and Services, you agree to provide us with certain information requested by us relating to your organization. Any and all software or hardware provided under this Agreement as part of the Products are deemed delivered F.O.B. origin, which for software will typically be electronic delivery.

2. License to Intellectual Property/Promotion.

a) MYLAPS shall retain all right, title and interest in and to its Products and any underlying software, patents, copyrights, trademarks, service marks, logos and trade names worldwide ("Intellectual Property") subject to the limited license provided by this Agreement. You shall use the Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair MYLAPS's rights in its Intellectual Property. You acknowledge that your use of the Intellectual Property shall not create in you or any other person any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of MYLAPS.

b) MYLAPS hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Products solely in accordance with MYLAPS's specifications, and (ii) to display, reproduce, distribute and transmit in digital form MYLAPS's name and logo in connection with promotion of the Products and/or Services as communicated to you by MYLAPS. You hereby grant to MYLAPS a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by you relating to your organization, which may include your organization's name, trademarks, service marks and logo, in connection with the implementation and promotion of the Services for you and the promotion of your organization for your benefit.

c) You will make reasonable efforts to promote and encourage adoption of the Services and the availability of online registration, which may include displaying MYLAPS's name and logo in any newsletters, printed registration forms or mailings provided by you to prospective participants (e.g. by inserting the following statement in any online or print media related to your event or activity: "Online Registration Powered by MYLAPS.com"). You agree that MYLAPS must be utilized as the sole race registration sales channel in order for this Agreement to be binding on MYLAPS. Additionally, you agree that should you distribute discount codes to potential registrants, MYLAPS reserves the right to charge you a minimum fee per registrant.

d) Customer elects to receive notifications of free product, promotional items and giveaways. MYLAPS will offer the Customer (and for the purposes of clarification not to your users) opportunities for free product, promotional items and giveaways at your event(s) or facility(ies) as applicable, the exact manner and type of which will be mutually agreed upon by you and MYLAPS upon your acceptance of a particular program.

e) Customer understands that some of MYLAPS products may contain MYLAPS or third party promotions or offers to users and such offers will be made to individuals on an opt-in basis. MYLAPS (and any such third party) shall be responsible for administration and customer service issues on any such offer or promotion.

3. Information Security. MYLAPS collects certain information, including names, addresses, credit card information and other information required by you and for the delivery of the Products and Services, from individuals registering for your event or activity through the hosted website(s). Such information shall be stored on a secure remote server. You may access this information at any time by downloading it from our servers using your private password and "login" identifier. You are responsible for the security of the login identifier and for its use or misuse by your authorized users. If you are unable to access your registrants' information through the event director portion of the hosted website, MYLAPS will make available such information to you via e-mail, fax or airmail upon request. You will be responsible for protecting the privacy and security of any information that you retrieve from our servers and shall prevent any unauthorized or illegal use or dissemination of such information. All information collected by MYLAPS shall be jointly owned by MYLAPS and you.

4. Privacy. Each party shall comply with all applicable laws, regulations and guidelines governing online privacy, including MYLAPS's privacy policy as published on its website, in fulfilling its obligations hereunder and in collecting and using personal information about users of the hosted website.

5. Fees.

a) MYLAPS shall collect registration fees charged by you for individuals that register for your activities and events online through the hosted website and remit to you those sums to you less MYLAPS's service fees provided as consideration for the Products and Services. All registrations are calculated on a per single registrant per single event basis. MYLAPS may also reimburse itself for any credit card charge backs or overdue fees owed by you out of the registration fees it collects on your behalf and/or by debiting your account. All fees and prices listed are in US Dollars unless otherwise specified. All fees due to MYLAPS as consideration for its delivered Products and Services are non-refundable. The prices listed are for the current version of the Products and include improvements and enhancements to the delivered version of the Products provided under this Agreement as available and provided you have maintained a current agreement with MYLAPS.

b) Products and Services prices may change for any new Products and Services as well as significant upgrades and updates that are not deemed by MYLAPS as supported version enhancements. Prices may be increased up to 5% annually to cover cost increases such as inflation and cost-of-living.

c) Unless you provide MYLAPS with a valid and applicable exemption certificate for your Customer, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments or similar liabilities however denominated chargeable by a governmental authority as a result of any service or deliverable provided under this Agreement, exclusive of taxes on MYLAPS's net income.

d) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree as follows: (i) we may send registration fees collected by us directly to the Third Party Beneficiary, and (ii) you shall indemnify us for any claims, loss or expenses (including attorney's fees) brought by the Third Party Beneficiary that relate to or arise from your negligence, wrongdoing or lack of authority to act on behalf of such third party.

6. Support and Service Fees. Applicable support, training and professional services fees are more specifically described on our website. MYLAPS requires a valid credit card in order to activate an event. It is your

responsibility to update such credit card prior to expiration. All Fee for Products and Services requested by you that are not directly collected by MYLAPS as part of the registration fees, will be due from you within 30 days of invoice date. Any Fees rendered later than this deadline shall accrue interest at the annual rate of 18% per annum. In the event of delay in paying a Fee, you shall reimburse MYLAPS for any legal fees incurred by MYLAPS in its collection efforts. MYLAPS, at its option, may debit from your account any overdue amounts owed by you to MYLAPS from funds collected by MYLAPS on your behalf and/or charge the event's credit card.

7. Disclaimer of Warranty/Limitation of Liability. **OTHER THAN AS CONTAINED IN THIS AGREEMENT, MYLAPS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. ALL PRODUCTS AND SERVICES OF MYLAPS ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MYLAPS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR LOST PROFIT DAMAGES. MYLAPS'S TOTAL LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED FROM YOU AS CONSIDERATION FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.**

8. Term and Termination. The term of this Agreement shall commence on the go-live date of the Product until either party gives written notice to terminate this Agreement.

9. Representations and Warranties. Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that to its knowledge the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

10. Exclusivity. MYLAPS will be the sole and exclusive provider of the Products and Services for the term of this Agreement.

11. Indemnification. Subject to the limitations set forth in Section 7 above, each party shall indemnify and hold harmless the other party and its directors, officers, employees, affiliates and agents, against any third party claim, demand, cause of action, debt or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including reasonable attorneys' fees), to the extent that: (i) it is based upon the indemnitor's breach of a representation, warranty or obligation hereunder; (ii) it arises out of the indemnitor's gross negligence or willful misconduct; or (iii) it is based upon the indemnitor's violation of any applicable federal, state or local law or regulation. You shall further indemnify and hold harmless MYLAPS against any claim or cause of action to the extent that it is based on injury or death to a person or damage to property resulting from the participation in an event or activity operated by you in connection with the Products and/or Services.

12. Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the dispute. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within five (5) business days after delivery of the disputing party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter

as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. The foregoing procedure shall not apply to either party's attempt to obtain provisional equitable relief in the form of an injunction or specific performance.

13. Miscellaneous. Any notices shall be in writing by fax or airmail. This Agreement is non-assignable without the consent of the other party, except that MYLAPS may without consent assign: (i) its rights to receive payments; or (ii) the Agreement in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. This Agreement shall be governed by the laws of the State of Georgia. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Fulton County, Georgia. This Agreement contains the entire understanding of the parties regarding the subject matter and can only be modified by a subsequent written agreement executed by both parties. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees. Sections 2, 7, 9, 11 12 and 13 of this Agreement shall survive any termination or expiration of this Agreement. If one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement. Neither this Agreement nor any attachment may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party's reasonable control, including acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure.