

Private Campground Product Attachment

Last updated January 8, 2018

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Aspira and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Aspira will provide Services related to campground reservations, including without limitation access to its SaaS. Client agrees to cooperate with Aspira and to provide Aspira with certain information relating to Client's organization as necessary for Aspira to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Aspira hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's campground property solely in accordance with the Schedule and the Agreement, and (b) to display, reproduce, distribute, and transmit in digital form Aspira's name and logo solely for the purposes set forth in this [Section 2](#). Client hereby grants to Aspira a limited license to use information provided by Client relating to Client's campground property, which may include content regarding the Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or campground property and the Services that Aspira provides.

2.2. During the term of this Product Attachment, Aspira will be the sole and exclusive provider of reservation software and other services similar to the Software and Services provided to Client hereunder for all of Client's campground properties. Client expressly understands and agrees that the exclusivity set forth in this [Section 2.2](#) is consideration in exchange for the pricing and other benefits being provided to Client hereunder.

2.3. Aspira may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the reservations ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Aspira or third parties, in which case, Aspira or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing commerce offers to End Users.

2.4. Client will: (a) not use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the SaaS for their intended use; (c) not engage in any activity that interferes with or disrupts the SaaS; (d) not use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3. INFORMATION COLLECTION.

3.1. Aspira collects certain information from End Users (collectively, "**Participant Information**"). Client may login to Aspira's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Aspira in writing if any such user is no longer authorized or is using such information without Client's consent. Aspira may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Aspira from any claims arising from Aspira providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Aspira reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Aspira will be the sole arbiter of such dispute in its sole discretion and that Aspira's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Aspira, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose.

3.2. Both parties agree to use the collected information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Aspira's privacy policy, as published on its website or otherwise provided by Aspira from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Aspira will charge reservation fees to individuals who reserve Client's campground property or purchase goods or services online, and will process and collect such fees as a merchant of record according to the card networks. On a weekly basis, unless otherwise set forth in the applicable Schedule, Aspira will pay Client sums due to Client based on the total fees collected, net of Aspira's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

4.2. Aspira may suspend its performance hereunder, including remitting payments, or terminate the Agreement or this Product Attachment in the event it reasonably believes that Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a

dispute as to the legal authority of a Client-associated party to perform hereunder. If Aspira reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Aspira may issue an invoice or offset an equivalent amount from Client's account or any payment Aspira owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Aspira on demand. Aspira will notify Client of the reason for such offset provided that it is lawful to do so.

4.3. If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first year of subscription fees upon the date of the first live operational use of the SaaS ("**Go-Live Date**"), with subsequent annual subscription fees being invoiced upon each anniversary of the Go-Live Date.

4.4. If (a) there are any overdue amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to a campground reservation, Aspira has the right to charge fees owed to Aspira by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Aspira or any payment Aspira owes Client.

4.5. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Aspira provides. Aspira and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

4.6. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party organization ("**Third Party Recipient**"), Client agrees that Aspira can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Aspira as Section 4 of the General Terms and Section 5 of this Product Attachment in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Aspira, Client agrees to defend, indemnify, and hold Aspira harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.7. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given campground reservation are earned by Client only following the conclusion of the applicable reservation and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable reservation or otherwise. Aspira will notify Client of the reason for such offset provided that it is lawful to do so.

4.8. When Aspira is acting as the merchant of record and Client elects to include an additional fee in the End Users' cart that is identified as a "sales tax" or similar designation, then, no more frequently than once per calendar year during the term of the Agreement, Aspira may, upon at least 5 business days' prior written notice, (i) require Client to send to Aspira Client's books and records related to its sales tax payments, and/or (ii) visit Client's premises during Client's normal business hours to review Client's sales tax payments.

5. **INDEMNIFICATION.** Client will defend, indemnify, and hold Aspira harmless from and against any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Aspira to the extent that such Claim is (a) based upon (i) injury or death to a person or damage to property occurring at a campground operated by Client in connection with the Services and/or SaaS; (ii) Client's provision to Aspira of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Aspira in accordance with the Agreement; (iii) use or unauthorized disclosure of Participant Information by Client or other third parties to whom access is given to Participant Information as provided hereunder; (iv) Client's use of the Services and/or SaaS in violation of Section 2.4 of this Product Attachment; and/or (v) any claims for refunds, reversals or chargeback requests from End Users; or (b) brought by a Third Party Recipient or brought in connection with Aspira's payment to a Third Party Recipient of any fees due hereunder in accordance with the Agreement.

6. TERM AND TERMINATION.

6.1. Unless otherwise set forth in the applicable Schedule, the initial term of this Product Attachment will be for 3 years from the Effective Date with automatic renewals for 3 year terms thereafter (each, a "**Renewal Term**"), unless either party gives written notice to the other party to terminate this Product Attachment no less than 12 months prior to the expiration of the then-current term. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the term of such subsequent Schedule will be concurrent and coterminous with the term of the previously entered into Schedule.

6.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Aspira may terminate this Product Attachment and the effected Schedule.

7. ASSIGNMENT.

7.1. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Aspira's prior written approval will be null and void.

7.2. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**").

7.3. Client will provide written notice to Aspira of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Aspira will have the right to immediately terminate each applicable Schedule if Aspira determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Aspira or a party with whom Aspira does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 7.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

8. MISCELLANEOUS.

8.1. Sections 5, 6, and 8 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

8.2. The “**Liquidated Damage Amount**” equals the “Projected Contract Value” (to the extent such amount is specified in the applicable Schedule(s)), minus the amount of revenue already paid to Aspira net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Aspira if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Aspira terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 7 of this Product Attachment; and/or (iv) Aspira terminates a Schedule and/or the Agreement pursuant to Section 7.3 of this Product Attachment; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Aspira may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Aspira or any payment Aspira owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Aspira, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Aspira and Aspira’s loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.