



## ARROWScores® ORGANIZATION AGREEMENT

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### **EXHIBIT A: TOURNAMENT HOST AGREEMENT**

## ARROWSCORES® ORGANIZATION AGREEMENT

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**THIS ARROWSCORES® ORGANIZATION AGREEMENT** (this “Agreement”) is entered by and between **NATIONAL ARCHERY IN THE SCHOOLS PROGRAM, INC.** (“NASP®,” “we,” “our,” “us”), owner and provider of the Arrowscores® archery tournament registration and scoring cloud-based software as a service web and mobile applications platform (“Arrowscores®”), and [ORGANIZATION NAME] (“Organization,” “you,” “your”), effective as of [MONTH/DAY, 2025] (the “Effective Date”).

### RECITALS:

- NASP is a Wisconsin non-profit corporation, and tax-exempt educational organization pursuant to 26 U.S.C. §501(c)(3), and the owner and provider of the Arrowscores® archery tournament registration and scoring cloud-based software as a service web and mobile applications platform (“Arrowscores®”);
- Organization wishes to access and use Arrowscores® from time to time for its own business operations related to organizing and hosting archery tournaments pursuant to the terms of the Arrowscores® User Terms of Service Agreement (“User Agreement”) at <https://arrowscores.com>, which is fully incorporated in and made a part of this Agreement;
- Under Organization’s oversight, Organization further wishes to make access and use of Arrowscores available to other entities that organize and host archery tournaments (“Tournament Hosts”), all pursuant to the terms of this Agreement and the Arrowscores® Tournament Host Agreement attached and incorporated herein as Exhibit A; and
- NASP wishes to authorize Organization to use Arrowscores® and to make Arrowscores® available for use by Tournament Hosts pursuant to this Agreement;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, NASP and Organization (each a “party” and together, the “parties”) agree as follows:

**I. DEFINITIONS.** When used herein, the Definitions of Terms in the User Agreement and the following definitions shall apply:

“**Agreement**” means this Agreement, inclusive of the User Agreement which is fully incorporated herein by reference.

“**BAI Course**” for purposes of this Agreement, means a Basic Archery Instructor certification course directly conducted by an Organization for which the Organization hosts online registration via Arrowscores.

“**Governing Body**” means the governing body or agency of an Organization or Tournament Host with authority to determine and implement Tournament participant eligibility, rules, code of conduct, and safety standards.

“**Scored Archer**” means a unique competitor for whom at least one official score is recorded for a Tournament.

### **II. ORGANIZATION DUTIES AND RESPONSIBILITIES.**

**A. Tournament and Tournament Host Authorization and Oversight.** The Organization agrees to be directly responsible for reviewing the appropriateness of, authorizing, supervising and overseeing the conduct and activities of all Tournaments organized and hosted on Arrowscores® by Organization, or by Tournament Hosts with Organization’s authorization and oversight, including the following:

1. Organization Administrator(s). The Organization will designate one or more of its individual officers, directors, or managers with legal authority to bind the Organization as its Administrator with respect to Organization’s use of Arrowscores® pursuant to this Agreement and the access and use of any Tournament Host with the Organization’s authorization. Upon receiving their Organization Administrator Credentials from us, each Administrator, on behalf of the Organization, will be responsible to:

(a) Review and determine whether to authorize each Tournament a Tournament Host proposes to organize and host on Arrowscores® under the Organization’s account (“Account”);

(b) Upon authorizing a Tournament to be hosted by a Tournament Host on Arrowscores® --

(i) Require the Tournament Host to execute the Tournament Host Agreement ("Host Agreement") attached hereto as Exhibit A for each Tournament Organization authorizes;

(ii) Review the Tournament Host's certificate of insurance to verify they have the general commercial liability insurance coverage required by Section II.C of this Agreement;

(c) Manage and oversee the posting of authorized Tournaments on Arrowscores® by Tournament Hosts;

(d) Post and manage online registration on Arrowscores® for any BAI course we may authorize Organization to conduct by separate written agreement with Organization.

2. Removal of Tournament Host or Tournament. Upon our written request, the Organization's Administrator will remove a Tournament or Tournament Host from Arrowscores®, it being understood and agreed that we may, in our sole discretion, refuse to permit or continue to permit the hosting of any Tournament on Arrowscores® if we determine the action is in our best interests, including without limitation, for safety, legal compliance, suspected fraud, or for Content that we deem to be inappropriate, harassing, offensive, harmful, illegal, otherwise in conflict with our mission, purpose, or policies, or potentially damaging to our business reputation;

**B. Compliance & Safety.** By posting a Tournament on Arrowscores®, the Organization warrants and represents for itself if directly hosting the Tournament, and with respect to any Tournament Host hosting a Tournament with the Organization's authorization and oversight, that:

1. Organization has the general commercial liability insurance coverage in the per-occurrence and aggregate policy limits coverage for the Tournament required by Section II.C of this Agreement, and has verified that the Tournament Host has such insurance coverage in equal policy limits;

2. With respect to every Tournament in which minors are permitted to participate, the Organization will implement reasonable screening and youth-protection practices required by applicable law or the Organization's Governing Body, and will ensure Tournament Hosts do the same.

3. All permits and/or licenses required by local and state agencies to conduct the Tournament are obtained in advance of the Tournament date;

4. The Organization or Tournament Host has a written agreement with the owner of the Tournament venue permitting the Tournament to be conducted at that location on the date(s) posted on Arrowscores®.

5. Tournament rules, code of conduct, registration fees and refund policies are published reasonably in advance of the Tournament and will be adhered to and enforced by the Organization and/or Tournament Host;

6. The Tournament is conducted in compliance with applicable local, state and federal laws, the applicable bylaws, rules and/or policies of the Organization, the current U.S. Center for SafeSport Code, and nationally established archery range safety standards such as, but not limited to, the most current applicable Archery Trade Association Archery Range Guide.

**C. Insurance.** The Organization will maintain commercial general liability insurance coverage with minimum policy limits of at least \$1,000,000 (U.S.) per occurrence, and \$3,000,000 (U.S.) in the aggregate for Tournaments, naming National Archery in the Schools Program, Inc. (NASP®) as an additional insured; and will require each Tournament Host hosting an Organization authorized Tournament Host to maintain its own commercial general liability insurance coverage with equal minimum per occurrence and aggregate policy limits for each authorized Tournament, naming NASP and the Organization as additional insureds, and to furnish certificates to the Organization Administrator upon request.

**D. Organization User Content & Intellectual Property (IP).** The Organization warrants and represents that it has the necessary rights, licenses, and permissions to the logos, marks and all other Content it uploads to Arrowscores® and grants us a non-exclusive license to host and display all such User Content for the purpose of providing Arrowscores® to the Organization and its authorized Tournament Hosts.

**E. Confidential Information.** From time to time during the Term of this Agreement, we may disclose or make available to Organization such information about our business affairs, products, confidential

intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, orally or in written, electronic, or other form or media, that is marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the User; (c) rightfully obtained by the User on a non-confidential basis from a third party; or (d) independently developed by User. If we elect to disclose our Confidential Information to you for any reason, you agree not to disclose our Confidential Information to any person or entity, except to your employees, agents, or subcontractors who have a need to know the Confidential Information for you to exercise your rights or perform your obligations hereunder, and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other government agency of competent jurisdiction, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure shall first give written notice to the other party and make a reasonable effort to obtain a protective order; or (ii) to establish the disclosing party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

**F. Third-Party Payment Processor Integrations.** Arrowscores may provide optional links on <https://arrowscores.com> to independent third-party payment processors (each a “Payment Processor”) to process electronic payments to the Organization or Tournament Host of Tournament registration, entrance or other fees the Organization or Tournament Host may elect to charge participants or other Tournament attendees (“Tournament Fees”). Payments Processors process payments of Tournament Fees directly into the Organization's or Host's own Arrowscores® account and not through us. We are not, either directly or indirectly, the merchant of record for such transactions. We do not receive, hold, account for, or transmit Tournament Fees for any reason, nor do we have any control over, or financial or other responsibility or liability whatsoever to the Organization, Tournament Hosts, Tournament participants or attendees, related to or arising from the acts or omissions of any Payment Processor, or the payment or receipt of Tournament Fees through a Payment Processor or by any other means.

**III. ARROWSCORES® SERVICE FEES & PAYMENT TERMS.** In consideration for Organization's use of Arrowscores® for Tournaments, and the use of Arrowscores® by Tournament Hosts pursuant to this Agreement and the Host Agreement, Organization agrees to pay us the fees per Scored Archer/Per Tournament posted by us on Arrowscores® from time to time (the “Service Fees”) according to the following terms. Service Fees may differ by youth, adult, and mixed youth and adult Tournament classes.

**A. Fee Calculation.** Service Fees will be calculated following the finalization and close of each Tournament (“Tournament Close”). Any edits made by the Organization or a Tournament Host in Arrowscores to add Scored Archers after Tournament close will result in recalculated service fees.

**B. Payment Responsibility.** Organization may arrange with a Tournament Host to directly pay invoiced Service Fees due for a Tournament to us. Absent such an arrangement and timely payment by the Tournament Host, Organization understands and agrees that it shall be directly financially responsible to pay us all invoiced Service Fees for each Tournament it hosts, as well as for Tournaments hosted by Tournament Hosts, and for collecting reimbursement for such Fees from Tournament Hosts.

**C. Invoicing and Due Date.** We will issue electronic invoices to Organization for Service Fees due for each Tournament after Tournament Close. We may apply any credits due to the Organization against outstanding Service Fees invoiced. Any credits applied will be reflected on invoices issued. Organization agrees to pay the total invoiced amount within one-hundred-twenty (120) days of the invoice date.

**D. Disputed Invoice Amounts.** In the event Organization disputes the accuracy of the amount of Service Fees invoiced, Organization must email notice of the disputed amount stating the reason for the dispute to [support@arrowscores.com](mailto:support@arrowscores.com) within ten (10) days of the invoice date. Unless Organization provides timely notice of disputed invoice to us under this Section, the amount of the invoice will be deemed accepted by Organization as due and payable according to its terms as provided herein.

**E. Late Payments and Fees.** We may charge a late payment fee to Organization on its Arrowscores® Account at the rate of one percent (1%) per month (or the maximum legal rate permitted by Wisconsin law) on any invoiced amount due for which payment is not received by the invoice due date.

**F. Taxes.** The Organization is directly responsible for the payment to any Federal, State or local tax authority of all sales, use, service, excise and any other taxes imposed by applicable law, if any, on Service Fees and agrees to indemnify, defend and hold us harmless for the payment or collection of same and for any and all interest charges, fines and penalties imposed by any tax authority on any such unpaid taxes due and owing.

**IV. INDEMNITY.** To the fullest extent permitted by applicable law, the Organization agrees to defend, indemnify and hold NASP harmless for and from any and all claims, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) arising out of: (a) Tournaments hosted by Organization or a Tournament Host with Organization's authorization; (b) the acts or omissions of its Administrator(s) and of authorized Tournament Hosts under its supervision; (c) Organization's breach of this Agreement, or (d) violations of law or third-party rights.

**V. NO WARRANTIES.** ARROWScores® AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE MAKE NO WARRANTY OF ANY KIND THAT ARROWScores®, ANY CONTENT (INCLUDING ANY AND ALL USER CONTENT AND SCORING DATA), PRODUCTS, OR RESULTS OF THE USE OF ANY OF THE FOREGOING, WILL MEET YOUR OR ANY OTHER INDIVIDUAL'S OR ENTITY'S REQUIREMENTS OR EXPECTATIONS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH YOUR OR ANY THIRD PARTY'S SOFTWARE, HARDWARE, SYSTEM, INTERNET OR OTHER TELECOMMUNICATIONS SERVICE, OR BE SECURE, ACCURATE, OR COMPLETE, OR FREE OF HARMFUL CODE, VIRUS, OR OTHER MALWARE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

**VI. LIMITATION OF LIABILITY.** IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, OR ANY OF OUR OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, BE RESPONSIBLE OR LIABLE TO ORGANIZATION OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, VENDORS OR OTHER USERS OF ORGANIZATION'S ACCOUNT, OR TO ANY THEIR HEIRS, SUCCESSORS OR ASSIGNS, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN CONNECTION WITH THE USE, INABILITY TO USE, THE RESULTS OF USE OF ARROWScores® OR ANY WEBSITES LINKED TO <https://arrowscores.com> OR THE SUSPENSION OR TERMINATION OF ORGANIZATION'S ACCOUNT WITH OR WITHOUT CAUSE OR REASON, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY CLAIMS (INCLUDING THIRD-PARTY CLAIMS) FOR: (i) COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, BUSINESS OPPORTUNITIES, CONTRACTS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCLUDING WITHOUT LIMITATION, DUE TO VIRUSES OR MALWARE INTRODUCED BY YOUR ACCESS TO OR USE OF; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, OR (vi) COSTS OF LITIGATION OR ARBITRATION OR ATTORNEYS FEES (HEREINAFTER COLLECTIVELY "LOSSES OR DAMAGES"), IN EACH CASE REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSSES OR DAMAGES, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF THE TOTAL MONETARY AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED BY YOU WITH US IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY OCCURRENCE, INCLUDING BUT NOT LIMITED TO



ANY TOURNAMENT, GIVING RISE TO A CLAIM, OR THE SUM OF ONE-HUNDRED AND 00/100's DOLLARS (U.S.) (\$100.00).

**VII. TERM.** The Initial Term of this Agreement begins on the Effective Date and will continue through and expire on [\_\_\_\_\_, 20\_\_] unless the parties indicate their desire for the Agreement to automatically renew by checking ☒ the box below, in which event this Agreement will renew for the Renewal Term(s) specified unless one party gives the other party written notice of non-renewal on or before \_\_\_\_\_ (\_\_\_\_) days prior to expiration of the Initial or then current Renewal Term (as applicable), or this Agreement is terminated sooner pursuant to Section VIII below.

☐ Agreement will automatically renew for: \_\_\_\_\_.

**VIII. SUSPENSION AND TERMINATION.** We do not guarantee that Organization's access to or use of Arrowscores® or any Content in Arrowscores® will always be available or uninterrupted. We may suspend or terminate Organization's access to and use of Arrowscores® without prior notice, at any time, for any length of time, for any reason, including, without limitation, for our own business operations, for reasons beyond our control, or for cause for Organization's breach of this Agreement or the User Agreement, any policy incorporated herein, or any other agreement you may enter with us, and as set forth below. In the event we suspend or terminate Organization's access to Arrowscores®, access will end immediately.

**A. Suspension for Maintenance.** We may periodically suspend Organization's access to Arrowscores® on a temporary basis for maintenance purposes. We will use commercially reasonable efforts to provide written notice on <https://arrowscores.com> of any such suspension and the date and time when we anticipate access to the Services will resume.

**B. Technical Suspension.** We may temporarily suspend, restrict or terminate any or all of the Services for our business or operational needs, including but limited to if our required connection or access to a third-party utility service or vendor required for us to provide Arrowscores® to Users is interrupted or terminated for any reason (each a "Technical Suspension"). Following a Technical Suspension, we will make commercially reasonable efforts as we are able under the relevant circumstances to provide updates on Arrowscores® regarding when access will resume, and will resume access to Arrowscores® as soon as we deem reasonably possible following resolution of the event giving rise to the Technical Suspension. We will have no responsibility or liability to Organization or any User for, and expressly disclaim any responsibility and liability for, any damages, liabilities, losses (including economic losses), or any other consequences that Organization or other Users may incur as a result of a Technical Suspension.

**C. Without Cause.** Either party may terminate this Agreement without cause upon providing the other party thirty (30) days' advance written notice of termination.

**D. Suspension or Termination for Cause.** Notwithstanding anything to the contrary in this Agreement, and in addition to any other express right of suspension or termination stated herein:

1. **Payment Default or Other Curable Breach.** We may suspend Organization's Account and access to Arrowscores® for: (a) Organization's failure to pay any undisputed invoice for Service Fees we issue to Organization and any accrued late charges due thereon within thirty (30) days following the invoice due date; or (b) for any other material breach of Organization's obligations under this Agreement that we deem curable and that Organization fails to cure to our reasonable satisfaction within thirty (30) days of receipt of written notice of breach and required cure sent by us electronically to Organization's designated Administrator. Organization's failure to pay any undisputed Service Fee invoice and all late charges due thereon within forty-five (45) days of the invoice due date; or failure to cure any other curable breach of this Agreement to our reasonable satisfaction within forty-five (45) days following receipt of written Notice of such breach from us, will result in termination of Organization's Account and access to Arrowscores® effective on the forty-fifth (45<sup>th</sup>) day.

2. **Immediate Termination.** We may immediately terminate Organization's Account if we determine that: (a) Organization's continued use of the Services presents a credible threat of misuse or misappropriation; or (b) Organization has misused or misappropriated any of our Provider IP in violation of the User Agreement; (c) Organization's continued use of the Provider IP disrupts or poses a security risk to us or to Arrowscores®, to any of our Content or other IP, or to the Content or IP of any other User; (d) Organization is using Provider IP for fraudulent or illegal activities or in violation of our Privacy Policy; (e) we determine that our continued provision of the Services to Organization is prohibited by applicable law; (f) Organization commits any other breach of this Agreement we deem to be incapable of cure. In the event

of immediate termination, we will notify the Organization as soon as reasonably practicable and provide a reasonable opportunity to respond or request reinstatement.

**E. Effect of Termination.** The termination of Organization's Account under this Section VIII:

1. Shall terminate this Agreement except for those terms and provisions of this Section VIII.E which shall survive such termination, and those terms and provisions that survive termination of this Agreement pursuant to Section IX herein and the User Agreement pursuant to its terms.

2. Shall terminate, deactivate and delete the credentials and access of Organization's Administrators and all other Users of Organization's Account.

3. Will not relieve Organization of its obligation to pay us any and all Service Fees due through the termination date, and all accrued and accruing late charges due thereon.

4. May, in our sole discretion, result in the permanent deletion of all Organization and Organization User Content and IP associated with Organization's Account. In such event, Organization acknowledges and agrees that we are not and will not be liable to Organization, or to any Organization Administrator, Tournament Host, or other User accessing Arrowscores® through Organization's Account, or to any third party affiliate, subcontractor or vendor of Organization's (collectively, "Organization's Users"), for any legal or equitable claims of any kind or nature, or any Losses or Damages arising from termination of Organization's Account or access to any of Organization User Content or IP, and will have no obligation to make any such Content or IP available to Organization or any Organization User at any time following suspension or termination. We hereby reserve the right to take any and all commercial and legal steps we deem necessary and appropriate to monitor and confirm your compliance with the terms and conditions of this Agreement and to enforce those terms to protect our legal and equitable rights, including in our Provider IP, and the rights and privacy of other Users.

**IX. MISCELLANEOUS.**

**A. Entire Agreement, Amendment, Control.** This Agreement, the User Agreement, the Host Agreement (Exhibit A), and all other Exhibits, agreements and documents attached to or referenced herein, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may be amended by a writing signed by us and Organization. In the event of any conflict between the terms of this Agreement and the User Agreement, the terms deemed by us, in our sole discretion, to protect our IP and other legal rights, our non-profit, tax-exempt educational mission and purpose, and/or our operational, financial, reputational and other corporate interests, to the greatest extent shall control. In the event of any conflict between the obligations of the Organization under this Agreement and those of a Tournament Host under the Host Agreement with respect to a Tournament, as between the Organization and Tournament Host, the terms that impose the greatest safety and compliance responsibilities and duties to Tournament participants and attendees shall control.

**B. Severability, No Waiver.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any jurisdiction. Any failure by us to act with respect to a breach of this Agreement by Organization or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.

**C. Binding Effect, Assignment.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned or transferred by Organization to any third-party without our prior written consent. Any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement or to delegate any of our rights or obligations hereunder to any corporate affiliate of ours.

**D. Governing Law and Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of, or related to this Agreement, or the duties and rights of the parties hereunder, will be instituted exclusively in a Wisconsin State court of competent jurisdiction located in the city of Sheboygan, Sheboygan County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.



**E. Notices.** Any written notices required by this Agreement to be given by one party to the other shall be delivered to the receiving party at their address provided below by one or more of the following: U.S. certified mail, return receipt requested and postage prepaid, nationally recognized overnight courier service with receipted delivery, or electronic mail with read receipt; and shall be deemed given upon receipt. Further, Organization hereby consents to receiving notices and other communications from us when sent electronically to Organization's Administrator. These electronic notice and other communications may include Tournament postings, Service Fee invoices, notices about other fees or charges, or a party's Content or IP, other transactional information, suspension or termination of the Services under Section VIII, or any other information concerning or related to Organization's Account or the Services. Organization agrees that any notices, agreements, disclosures, or other communications that we send to Organization's Administrator electronically will satisfy any contractual and legal notice requirements hereunder, including that such notices or other communications be in writing.

**If to NASP®:**

Tommy Floyd, Ed.D., President  
National Archery in the Schools Program, Inc.  
W4285 Lake Drive  
Waldo, WI 53093  
Office: 920-523-6040  
[tommy.floyd@naspschools.org](mailto:tommy.floyd@naspschools.org)

**If to Organization:**

[Organization Administrator Name/Title]  
[Organization Name]  
[Street Address]  
[City/State/Zip Code]  
[Business Phone #]  
[email address]

**Copy to:**

Joshua M. Salsburey, Esq.  
Sturgill, Turner, Barker & Moloney, PLLC  
333 W. Vine Street, Suite 1500  
Lexington, KY 40507  
[jsalsburey@sturgillturner.com](mailto:jsalsburey@sturgillturner.com)

**F. Survival.** Sections I, II.B, II.D, II.E, III.B, III.E, II.F, IV, V, VI, VIII.E, this Section IX, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

**G. Relationship of the Parties.** NASP® and Organization are independent parties contracting with each other at arms' length. Nothing in this Agreement shall be construed to create a partnership or joint venture, or an employment, agency or fiduciary relationship between NASP® and the Organization.

**H. Counterparts, Electronic or Facsimile Signatures.** This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Signed counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

**NATIONAL ARCHERY IN THE  
SCHOOLS PROGRAM, INC.**

**[ORGANIZATION NAME]**

By: \_\_\_\_\_

Tommy Floyd, Ed.D.  
President

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**TOURNAMENT HOST AGREEMENT**

## ARROWSCORES® TOURNAMENT HOST AGREEMENT

**THIS ARROWSCORES® TOURNAMENT HOST AGREEMENT** (this “Host Agreement”) is entered by and between [ORGANIZATION NAME] (“Organization,” “we,” “our,” “us”), and [HOST NAME] effective as of [MONTH/DAY, 2025] (the “Effective Date”).

### RECITALS:

- “Arrowscores®” is a cloud-based archery tournament registration and scoring software as a service web and mobile applications platform owned and provided by National Archery in the Schools Program, Inc. (“NASP®”), a Wisconsin non-profit corporation, and tax-exempt educational organization; and
- Organization has entered an Arrowscores® “Organization Agreement” with NASP® in which NASP® has granted Organization a limited right to access and use Arrowscores® to organize and host registration and scoring for archery tournaments conducted by Organization, and to authorize other entities to organize and host archery tournaments on Arrowscores® on a per tournament basis with Organization’s oversight and supervision pursuant to this Host Agreement; and
- Tournament Host wishes to organize and host the “Tournament” defined and described below on Arrowscores® with Organization’s oversight and supervision pursuant to the terms and conditions of this Host Agreement and the Arrowscores® User Agreement, and Organization wishes to authorize Tournament Host to organize and host such Tournament on Arrowscores® pursuant to such terms and conditions:

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, Organization and Tournament Host (each a “party” and together, the “parties”) agree as follows:

**I. DEFINITIONS.** When used herein, the Definitions of Terms in the User Agreement and the following definitions shall apply:

“**Governing Body**” means the governing body or agency of an Organization or Tournament Host with authority to determine and implement Tournament participant eligibility, rules, code of conduct, and safety standards.

“**Host Agreement**” means this Arrowscores® Tournament Host Agreement, inclusive of the Arrowscores® User Agreement at <https://arrowscores.com> which is fully incorporated herein by reference.

“**Host Content**” means any and all Content (including User Content) posted or entered in Arrowscores® by Tournament Host or by any individual or entity that Tournament Host permits to access and use Arrowscores® through Organization’s Arrowscores Account under this Host Agreement.

“**Scored Archer**” means a unique competitor for whom at least one official score is recorded for the Tournament.

“**Tournament**” has the meaning set forth in the User Agreement, and when used herein, specifically means and refers to the [NAME OF TOURNAMENT] to be organized and hosted by Tournament Host on Arrowscores® on [DATE(S) OF TOURNAMENT] at [TOURNAMENT LOCATION] as provided herein and in the User Agreement.

**II. SCOPE OF TOURNAMENT HOST ACCESS TO ARROWSCORES®.** Tournament Host understands and agrees that your access to and use of Arrowscores® under Organization’s Arrowscores® account is limited to the Tournament which is the subject of this Host Agreement; the scope of Organization’s use and access Arrowscores® under our Organization Agreement with NASP®; and Tournament Host’s full compliance with the terms and conditions of this Host Agreement, as determined by Organization or by NASP® as the owner and provider of Arrowscores®.

### III. TOURNAMENT HOST OBLIGATIONS.

**A. Pre-approval of Host Content.** Tournament Host will only post and enter Host Content on <https://arrowscores.com> under Organization’s Arrowscores® Account that has been pre-approved by Organization’s designated Arrowscores® Administrator. Tournament Host agrees that Organization, in its sole discretion, has the right to refuse to approve any Host Content submitted to Organization’s Administrator for prior approval, and to remove any Host Content posted by Tournament Host on Arrowscores® that was not preapproved by our Administrator, including if we or NASP® deem such Host Content to be inappropriate, harassing, offensive, misleading, harmful, illegal, or to otherwise conflict with our mission, purpose, policies, or NASP®’s, or potentially damaging to our business or reputation or to NASP®’s.

**B. Compliance & Safety.** Tournament Host's agrees that its access and use of Arrowscores® hereunder is expressly conditioned upon all of the following, and by posting the Tournament on Arrowscores® under Organization's Arrowscores® Account, Tournament Host hereby warrants and represents to Organization that:

1. Tournament Host has and will maintain through the end of the Tournament and finalization of participants' Tournament scores ("Tournament Close") the general commercial liability insurance coverage in the per-occurrence and aggregate policy limits required by Section III.C of this Agreement;

2. In the event minors will participate in the Tournament, Tournament Host will implement reasonable pre-screening and youth-protection practices with respect to all Tournament Host adult staff, representatives and volunteers, involved in the Tournament as required by applicable law, by Organization's Governing Body, and/or by Tournament Host, to protect minor participants from harm and abuse;

3. All permits and licenses required by local and state agencies to conduct the Tournament will be obtained in advance of the Tournament date;

4. Tournament Host either directly or through Organization, has a written agreement with the owner of the Tournament venue permitting the Tournament to be conducted at that location on the date(s) posted on Arrowscores®;

5. The descriptions of the Tournament, eligibility requirements (including age limits), rules, code of conduct, classes and equipment divisions, awards/prizes, registration fees and refund policies published by Tournament Host on Arrowscores® are true and accurate, will be published reasonably in advance of the Tournament, and will be adhered to and enforced by Tournament Host;

6. Tournament Host has the necessary rights, licenses, and permissions to the logos, marks and all other Host Content it uploads to Arrowscores®, and hereby grants Organization and NASP® non-exclusive licenses to host and display all such Host Content for the purpose of providing access to Arrowscores® Services to host registration and scoring for the Tournament;

7. Tournament Host has the necessary computer hardware, software, internet service and connectivity to interface with Organization and its Arrowscores® Account to organize and host the Tournament on Arrowscores®;

8. Tournament Host will not manipulate or attempt to manipulate Tournament scores in Arrowscores or allow any individual it permits to use Arrowscores® under this Agreement to do so. Tournament score protests will be resolved by Tournament Host in accordance with the applicable rules of Tournament Host governing such disputes, or if Tournament Host has no rules for resolution of scoring disputes, than pursuant to Organization's rules and policies.

9. Tournament Host will only access and use Arrowscores® under this Host Agreement to organize and host the Tournament, and will conduct the Tournament according to and in compliance with: (i) the directions of Organization's Arrowscores® Administrator; (ii) all applicable local, state and federal laws and not for any wrongful or illegal purpose; (iii) the applicable bylaws, rules and/or policies of the Organization and Tournament Host; (iv) the current U.S. Center for SafeSport Code; (v) nationally established archery range safety standards such as, but not limited to, the most current applicable Archery Trade Association Archery Range Guide, (vi) the terms and conditions of this Host Agreement.

**C. Insurance.** Tournament Host will maintain commercial general liability insurance coverage with minimum policy limits of at least \$1,000,000 (U.S.) per occurrence, and \$3,000,000 (U.S.) in the aggregate for the Tournament through Tournament Close, naming Organization and NASP® as additional insureds, and will provide Organization's Administrator a copy of Tournament Host's insurance certificate not less than seven (7) days prior to the Tournament start date.

**D. Third-Party Payment Processor Integrations.**

1. The Arrowscores® website at <https://arrowscores.com> may provide optional links to independent third-party payment processors, (e.g., Stripe, Square, PayPal -- each a "Payment Processor") to process electronic payments of Tournament registration, attendance, or other fees to Tournament Host that you elect to charge participants or other Tournament attendees ("Tournament Fees"). Payments Processors will process Tournament Fee payments directly into Tournament Host's Arrowscores® account and not through NASP®. Tournament Host acknowledges that NASP®: (i) is not directly or indirectly the merchant of record for such transactions, (ii) does not receive, hold, account for, or transmit Tournament Fees for any reason; (iii) receive, collect or store the Cardholder account numbers or CVVs of any individual or entity paying Tournament Fees via a Payment Processor, or have any control over or financial or other responsibility or liability whatsoever to us, to you, or to Tournament participants or

attendees, for or related to the acts or omissions of any Payment Processor, or the payment to or receipt of Tournament Fees by Tournament Host through any such Payment Processor, or by any other means.

2. Tournament Host further acknowledges that if you connect your own Arrowscores® User account with a Payment Processor: (i) you will enter a direct agreement with the Payment Processor as the merchant of record, and must comply with its terms, card-network rules, and applicable laws (including NACHA for ACH); (ii) you authorize Arrowscores® to transmit electronic transaction instructions and metadata to the Payment Processor and to display payment status to you, and to Tournament participants and attendees; (iii) you are financially solely responsible for all refunds, chargebacks, retrievals, reversals and related charges arising from Payment Processor transactions; \*(iv) you are solely responsible for the collection, reporting and payment of all income, sales, excise, use and other taxes due to any government tax authority on or related to Tournament Fees; (v) Arrowscores® may suspend or disable Payment Processor links at any time; and (vi) Cardholder data is collected and processed by the Payment Processor.

**IV. ARROWSCORES® SERVICE FEES & PAYMENT TERMS.** In consideration for Tournament Host's use of Arrowscores® for the Tournament pursuant to this Host Agreement and the User Agreement, Tournament Host agrees to pay to Organization or to NASP (as applicable) the per Scored Archer fees posted on Arrowscores® as of the Tournament date (the "Service Fees") according to the following terms, it being understood that Service Fees may differ by youth, adult, and mixed youth and adult Tournament classes. You acknowledge that Arrowscores® does not interface with Payment Processors to collect payment of Service Fees due and owing by you from your Tournament Fee receipts. You will be invoiced separately for and obligated to pay Service Fees directly to us or NASP®, as applicable.

**A. Fee Calculation.** Service Fees will be calculated following Tournament Close. Any edits made by Tournament Host in Arrowscores® to add Scored Archers after Tournament Close must be made before Tournament Close for the scores of the additional Scored Archers to be documented in Arrowscores® for the Tournament.

**B. Invoicing and Due Date.** An electronic or paper invoice will be issued to Tournament Host for Service Fees due for the Tournament after Tournament Close. In the event sales, use, service, excise or any other taxes imposed by applicable law are due to be collected and paid by Organization on the Service Fees to any government tax authority, such taxes shall be shown and included in the total invoiced amount. Unless Organization receives notice from Tournament Host that you dispute the amount of the invoice within five (5) days following the invoice date, the total invoiced amount will be deemed accepted by you as due and payable and you agree to pay said total invoice amount to us or to NASP® (as indicated in III.A) in full on or before ninety (90) days following invoice date.

**C. Late Payments and Fees.** We (or NASP® if paying NASP® directly) may charge Tournament Host a late payment fee of one percent (1%) per month (or the maximum legal rate permitted by Wisconsin law) on any invoiced Service Fees due for which payment is not received by the invoice due date.

**V. INDEMNITY.** To the fullest extent permitted by applicable law, Tournament Host will defend, indemnify and hold Organization and NASP® harmless for and from any and all claims, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) arising out of: (a) the Tournament; (b) the acts or omissions of Tournament Host, including by any of your officers, directors, employees, representatives, agents, volunteers or subcontractors, generally, or in breach of any provision of this Host Agreement or the User Agreement, and (c) the termination of this Agreement and the effects of Termination under Section VIII herein below.

**VI. NO WARRANTIES, LIMITATION OF LIABILITY.** The following provisions of our Organization Agreement with NASP® shall apply to Tournament Host's access and use of Arrowscores® under this Host Agreement:

**A. NO WARRANTIES.** ARROWSCORES® AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NASP® EXPRESSLY DISCLAIMS WITH RESPECT TO TOURNAMENT HOST WHEN ACCESSING/ USING ARROWSCORES THROUGH ORGANIZATION UNDER THIS HOST AGREEMENT, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND MAKES NO WARRANTY OF ANY KIND THAT ARROWSCORES®, ANY CONTENT (INCLUDING ANY AND ALL ORGANIZATION, HOST OR OTHER USER CONTENT OR SCORING DATA), PRODUCTS, OR RESULTS OF THE USE OF ANY OF THE FOREGOING, WILL MEET THE EXPECTATIONS OR REQUIREMENTS OF TOURNAMENT HOST, OR ANY OTHER INDIVIDUAL OR ENTITY, OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ORGANIZATION'S, TOURNAMENT HOST'S, OR ANY THIRD PARTY'S SOFTWARE, HARDWARE, SYSTEM, INTERNET OR OTHER TELECOMMUNICATIONS

SERVICE, OR BE SECURE, ACCURATE, OR COMPLETE, OR FREE OF HARMFUL CODE, VIRUS, OR OTHER MALWARE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

**B. LIMITATION OF LIABILITY.** IN NO EVENT WILL NASP®, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, OR THEIR HEIRS, SUCCESSORS OR ASSIGNS, BE RESPONSIBLE OR LIABLE TO TOURNAMENT HOST OR YOUR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, VENDORS TOURNAMENT OR THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS, UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING IN CONNECTION WITH THE USE, INABILITY TO USE, THE RESULTS OF USE OF ARROWScores® OR ANY WEBSITES LINKED TO <https://arrowscores.com> OR THE SUSPENSION OR TERMINATION OF EITHER ORGANIZATION'S OR TOURNAMENT HOST'S ARROWScores® ACCOUNT WITH OR WITHOUT CAUSE OR REASON, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY CLAIMS (INCLUDING THIRD-PARTY CLAIMS) FOR: (i) COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, LOST BUSINESS, BUSINESS OPPORTUNITIES, CONTRACTS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCLUDING WITHOUT LIMITATION, DUE TO VIRUSES OR MALWARE INTRODUCED BY ORGANIZATION OR TOURNAMENT HOST'S ACCESS TO OR USE OF; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, OR (vi) COSTS OF LITIGATION OR ARBITRATION OR ATTORNEYS FEES (HEREINAFTER COLLECTIVELY "LOSSES OR DAMAGES"), IN EACH CASE REGARDLESS OF WHETHER NASP® WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL NASP®'S AGGREGATE LIABILITY FOR ANY LOSSES OR DAMAGES, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF THE SUM OF ONE-HUNDRED AND 00/100'S DOLLARS (U.S.) (\$100.00) OR THE TOTAL SERVICE FEES PAID BY YOU TO ORGANIZATION OR DIRECTLY TO NASP® UNDER THIS HOST AGREEMENT OR ANY OTHER AGREEMENT ENTERED BY YOU WITH ORGANIZATION OR DIRECTLY WITH NASP® IN CONNECTION WITH ACCESS AND USE OF ARROWScores® IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY OCCURRENCE, INCLUDING BUT NOT LIMITED TO ANY TOURNAMENT, GIVING RISE TO A CLAIM.

**VII. TERM.** The Term of this Agreement begins on the Effective Date and will expire fourteen (14) days following Tournament Close, unless terminated sooner under Section VIII.

**VIII. SUSPENSION, TERMINATION, REFUSAL.** Tournament Host understands and agrees as follows:

**A. Termination Without Cause.** Either party may terminate this Host Agreement without cause by giving the other party written notice of termination not less than ten (10) days prior to the Tournament start date.

**B. Termination Upon Suspension or Termination of Organization Arrowscores® Account Access.** Your access to and use of Arrowscores for the Tournament under this Host Agreement is wholly dependent upon Organization's access and use of Arrowscores® under the Organization Agreement, and upon your compliance with the terms and conditions herein. Organization does not guarantee that your access to Arrowscores® or any of your Host Content in Arrowscores® hereunder will always be available or uninterrupted. Our access to Arrowscores®, and therefore yours, may be suspended or terminated by NASP® without prior notice, at any time, for any length of time, for any reason, including, without limitation, for maintenance, business operations, reasons beyond our control or the control of NASP®, or for any other reason stated in the Organization Agreement. In the event our Arrowscores® Account is suspended or terminated by NASP®, other than as a result of your breach of this Host Agreement, Organization will make reasonable commercial efforts to promptly notify you of the suspension or termination. Termination of our Arrowscores® Account will automatically terminate this Host Agreement.

**C. Termination by Organization for Cause.** We have the absolute right in its sole discretion to terminate this Host Agreement prior to its expiration and cancel and remove the Tournament from Arrowscores® for any of the following reasons:

1. For safety concerns or our legal (including regulatory or contractual) compliance;
2. For Organization's own internal operational or business reasons;
3. For your breach or threatened breach of the User Agreement, or of any provision of Section III of this Host Agreement;



4. In the event we determine that your use or continued use of Arrowscores® hereunder presents a risk to us of suspension or termination of our Arrowscores® Account by NASP®, or a security or cybersecurity risk to us, NASP® or other User of Arrowscores®, or a credible threat of misuse or misappropriation of Provider IP, or of our Arrowscores® Account Content or other IP, or the Content or IP of any other User of Arrowscores®.

**D. Reserved Right of Refusal.** We hereby reserve the absolute right to refuse to enter any subsequent Host Agreement with you to access Arrowscores® through our Arrowscores® Account for your failure to timely pay any undisputed invoice for Service Fees issued to you or any accrued late fees we may charge thereon, or any prior Host Agreement you entered with us was terminated by you or by us, or Tournament Host's own User account with NASP® has been suspended or terminated.

**E. Effect of Termination.** Upon the termination of this Host Agreement:

5. All terms and provisions of this Agreement, and the rights and obligations of the parties thereunder shall terminate except those that expressly survive termination pursuant to Section IX.F below;

6. Organization has the right, in its discretion, to deactivate and delete the credentials and access of Tournament Host and any Users it has permitted to access Arrowscores® hereunder, and delete any or all Host Content;

7. Tournament Host shall not be relieved of any obligation (if any) to pay us any sums of money due from you to us as of the date of termination;

4. To the fullest extent permitted by applicable law, you shall be deemed to: (a) forever RELEASE Organization and NASP® from and for any liability or responsibility to you (including your officers, directors, employees, agents, volunteers, Users, vendors, subcontractors, successors and assigns) for any and all past, present and future legal or equitable claims, suits, or causes of action of any kind or nature, known or unknown, against us or NASP® as owner and provider of Arrowscores® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated herein, and to (b) forever WAIVE the right to bring on your own behalf or on behalf of any other individual or entity, any such legal or equitable claims, suits, or causes of action against Organization or NASP® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated in this Section VIII.E.

## **IX. MISCELLANEOUS.**

**A. Entire Agreement, Amendment, Control.** This Host Agreement, the User Agreement and all other agreements referenced herein, constitute the entire agreement and understanding between the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended prior to its expiration by a writing signed by us and Tournament Host.

**B. Severability, No Waiver.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any jurisdiction. Any failure by us to act with respect to a breach of this Host Agreement by you does not constitute a waiver and will not limit our rights or those of NASP® with respect to such breach or any subsequent breach by Tournament Host.

**C. Binding Effect, Assignment.** This Host Agreement is binding upon and shall inure to the benefit of the parties, and to NASP as applicable according to its terms, and to their respective successors and permitted assigns; provided that Tournament Host may not assign or transfer this Host Agreement to any third-party. Any attempted assignment by you in violation of the foregoing will be void and without effect. Organization expressly reserves the right to assign this Host Agreement or delegate any of our rights or obligations hereunder to any corporate affiliate of ours, or to NASP®.

**D. Governing Law and Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. Except as otherwise set forth herein, any legal suit, action, or proceeding arising out of, or related to this Agreement, or the duties and rights of the parties hereunder, will be instituted exclusively in a Wisconsin State court of competent jurisdiction located in the city of Sheboygan, Sheboygan County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

**E. Notices.** Any written notice required under this Host Agreement to be given by one party to the other shall be delivered to the receiving party at their address provided below by one or more of the following: U.S. certified mail, return receipt requested and postage prepaid, nationally recognized overnight courier service with receipted delivery, or electronic mail with read receipt; and shall be deemed given upon receipt. Tournament Host agrees to receive electronic notices and other communications from us sent to Tournament Host's email address provided below. These electronic

communications may include notices regarding Tournament postings, Service Fee invoices, notices of other fees or charges, Host Content, notice of suspension or termination of access to Arrowscores® and/or of this Host Agreement, or other information concerning or related to the Tournament or access to and use of Arrowscores. Tournament Host agrees that any electronic notices, agreements, disclosures, or other communications related to this Host Agreement your receive from us will satisfy our obligations to provide you with written notice hereunder.

**If to Organization:**

[Organization Representative Name]

[Organization Name \_\_\_\_\_]

[Street Address]

[City/State/Zip Code]

[Business Phone # \_\_\_\_\_]

[email address \_\_\_\_\_]

**If to Tournament Host:**

[Tournament Host Representative Name]

[Tournament Host Name]

[Street Address]

[City/State/Zip Code]

[Business Phone # \_\_\_\_\_]

[email address \_\_\_\_\_]

**F. Survival.** Sections I, III.B, III.D, IV, V, VI, VIII.B, VIII.D, VIII.E, this Section IX, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

**G. Relationship of the Parties.** NASP® and Organization are independent parties contracting with each other at arms' length. Nothing in this Agreement shall be construed to create a partnership or joint venture, or an employment, agency or fiduciary relationship between NASP® and the Organization.

**H. Counterparts, Electronic or Facsimile Signatures.** This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Signed counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have executed this Host Agreement as of the Effective Date.

**[ORGANIZATION NAME]**

**[TOURNAMENT HOST NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_