

ARROWSCORES® TOURNAMENT HOST AGREEMENT

THIS ARROWSCORES® TOURNAMENT HOST 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 [HOST NAME and address _____] (“Tournament Host,” “Host,” “you,” “your”) effective as of [MONTH/DAY, 20__] (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
- Host wishes to organize and host the “Tournament” defined and described below on Arrowscores® pursuant to the terms and conditions of this Host Agreement and the Arrowscores® User Agreement, and
- NASP® wishes to authorize 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, NASP® and Host (each a “party” and together, the “parties”) agree as follows:

I. DEFINITIONS. Capitalized terms used but not defined in this Agreement have the definitions provided in the User Agreement. References to NASP® herein are inclusive of NASP® officers, directors, employees, corporate affiliates, volunteers, agents and representatives and their respective heirs, successors and assigns. The following definitions shall also apply for purposes of this Agreement:

“**Agreement**” means this Host Agreement, including 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 Host 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 for purposes of this Agreement, 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] pursuant to this Agreement and the User Agreement.

II. SCOPE OF HOST ACCESS TO ARROWSCORES® AND OUR OBLIGATIONS. Host agrees that Arrowscores® is solely a cloud-based archery tournament registration and scoring software platform, and that NASP® does not organize, produce, sponsor, oversee, host, inspect, approve, operate, coordinate, supervise, control, direct, manage, insure, judge, coach, or staff Tournaments posted by on Arrowscores®; or furnish archery or other equipment for Tournaments, or own, operate, lease or insure Tournament venues; or charge or collect Tournament registration or admission fees. We will provide Host access to and use of Arrowscores® for and limited to the Tournament (as defined in Section I above) pursuant to the terms and conditions of this Agreement.

III. HOST OBLIGATIONS.

A. Host Content. Host will designate an officer, director, manager or other individual with legal authority to bind Host to act as its Arrowscores® administrator for the Tournament. Upon receiving his/her credentials from us, Host’s administrator, on behalf of the Host, will be responsible to manage all Host Content and other data uploaded to and posted on Arrowscores® related to the Tournament pursuant to this Agreement. Tournament Host through your administrator agrees:

1. To only post and enter Host Content on <https://arrowscores.com> that is accurate, is directly related to promoting the Tournament, registering participants, posting Tournament scores, ranking the results, and which complies with our Privacy Policy. 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.

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

3. That NASP®, in our sole discretion, has the absolute right to remove any Host Content posted by you on Arrowscores® that we deem to be inappropriate, harassing, offensive, misleading, harmful, illegal, otherwise conflict with our mission, purpose, or policies, and/or potentially damaging to our business operations or reputation.

B. Tournament Operations. Host agrees that it is solely, directly responsible for organizing, hosting, managing and conducting all operations and activities related to the Tournament, including but not limited to:

1. Determining Tournament dates, venue, appropriateness of Tournament participant qualifications and criteria, registration process, fees, competitive structure and rules, admission fees (if any), and

2. Supervising and overseeing the safe conduct and management of all Tournament activities for the protection of Tournament participants, coaches, staff (including venue personnel), volunteers and attendees.

C. Host Warranties and Representations. Host further hereby warrants and represents to us as follows:

1. In the event minors will participate in the Tournament, Host will implement reasonable pre-screening and youth-protection practices with respect to all Host adult staff, representatives and volunteers, involved in the Tournament as required by applicable law and/or by 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 by Host in advance of the Tournament date;

4. Host owns or leases the Tournament venue, or has the written consent of the venue owner to conduct the Tournament 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 that Host publishes on Arrowscores® will be posted reasonably in advance of the Tournament, and enforced by Host;

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

7. Tournament score protests will be resolved directly by Host in accordance with Host's posted Tournament rules and policies governing such disputes.

8. 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) all applicable local, state and federal laws and not for any wrongful or illegal purpose; (ii) the applicable bylaws, rules and/or policies of 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, and (vi) the terms and conditions of this Host Agreement.

9. Host will not (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of Arrowscores® source code, algorithms, or underlying ideas, (ii) provide, lease, loan, transfer, subcontract, sublicense, re-publish or permit or offer Arrowscores® for timesharing or hosting purposes Services; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of Arrowscores; (iv) alter, remove or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in Arrowscores®; (v) use Arrowscores® or any component thereof for or to discuss or solicit any illegal activity; (vi) use Arrowscores® for other than the Tournament as authorized by this Agreement; (vii) post or submit for transmission via Arrowscores®, any unlawful, harmful, tortious, defamatory, profane, libelous, hateful or

otherwise offensive material; or (viii) act in any manner that violates or infringes upon the rights of NASP or any individual or entity, including without limitation, IP and privacy rights.

D. Insurance. 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 NASP® as additional insured, and will provide NASP® a copy of Host's insurance certificate not less than seven (7) days prior to the Tournament start date.

E. Third-Party Payment Processor Integrations. 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 Host that you elect to charge ("Tournament Fees"). Payment Processors will process Tournament Fee payments directly into Host's Arrowscores® account and not through NASP®. We are not 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 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 you, or to Tournament participants or attendees, for or related to the acts or omissions of any Payment Processor, or for the payment to or receipt of Tournament Fees by you through any Payment Processor, or by any other means. 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 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, and 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; (iv) Arrowscores® may suspend or disable Payment Processor links at any time; and (v) Cardholder data is collected and processed by the Payment Processor.

IV. ARROWSCORES® SERVICE FEES & PAYMENT TERMS. In consideration for Host's use of Arrowscores® for the Tournament pursuant to this Agreement, Host agrees to pay NASP® 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. Arrowscores® does not interface with Payment Processors to collect payment of Service Fees due to us from your Tournament Fee receipts. You will be invoiced separately for and obligated to pay Service Fees directly to us.

A. Fee Calculation. Service Fees will be calculated following the finalization and close of each Tournament ("Tournament Close"). Any edits made by 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 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 on the Service Fees to any government tax authority, such taxes shall be shown and included in the total invoiced amount. Unless you notify us 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 us the total invoice amount to NASP® in full on or before thirty (30) days following invoice date.

C. Late Payments and Fees. We (may charge 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, Host will defend, indemnify and hold NASP® harmless for and from any and all injuries, claims, losses, liabilities, damages, costs, fees and expenses (including reasonable attorneys' fees) arising out of: (a) the Tournament; (b) the acts or omissions of Host, including 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 IX herein below.

VI. NO WARRANTIES. ARROWScores® AND ALL CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE FURTHER MAKE NO WARRANTY OR GUARANTEE OF ANY KIND THAT ARROWScores® SERVICES OR CONTENT (INCLUDING HOST OR OTHER USER CONTENT OR SCORING DATA), OR THE PRODUCTS OR RESULTS 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, BE SECURE, LEGAL, RELIABLE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, VIRUS, OR OTHER MALWARE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

VII. LIMITATION OF LIABILITY. IN NO EVENT WILL NASP® BE RESPONSIBLE OR LIABLE TO HOST (INCLUDING YOUR OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, CORPORATE AFFILIATES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS), FOR ANY CLAIMS, CAUSES OF ACTION, SUITS, OR JUDGMENTS (COLLECTIVELY “CLAIMS”), RELATED TO THE USE, INABILITY TO USE, THE RESULTS OF USING ARROWScores® OR ANY WEBSITES LINKED TO ARROWScores®, THE SUSPENSION OR TERMINATION OF YOUR ARROWScores® ACCOUNT FOR ANY REASON, OR ARISING FROM YOUR ACTS OR OMISSIONS, OR THOSE OF THIRD PARTIES, INCLUDING THIRD PARTIES THAT ASSIST US IN PROVIDING THE SERVICES, OR ASSIST YOU WITH THE TOURNAMENT, OR THAT ACCESS ARROWScores® DIRECTLY OR INDIRECTLY FOR ANY REASON WITHOUT OUR AUTHORIZATION; OR FOR ANY OF THE FOLLOWING “LOSSES OR DAMAGES”: (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, WHETHER DUE TO NEGLIGENCE, OR TO CYBER ATTACK, CRIME, VIRUSES, OR MALWARE; (v) COST OF REPLACEMENT EQUIPMENT, GOODS OR SERVICES; (vi) COSTS OR EXPENSES OF LITIGATION OR ARBITRATION, OR ATTORNEYS FEES; REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. FURTHER, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, OR GENERALLY, UNDER ANY LEGAL OR EQUITABLE THEORY DESCRIBED ABOVE, EXCEED THE LESSER OF (i) THE TOTAL MONETARY AMOUNT YOU PAID TO US UNDER THIS AGREEMENT, OR (ii) THE SUM OF ONE-HUNDRED AND 00/100'S U.S. DOLLARS (\$100.00).

VIII. 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 XI.

IX. SUSPENSION, TERMINATION, REFUSAL. 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 for Cause. We have the absolute right in our sole discretion to terminate this Agreement prior to its expiration and to cancel and remove the Tournament from Arrowscores® for any of the following reasons:

1. Safety concerns or our legal (including regulatory or contractual) compliance;
2. Our internal operational or business reasons;
3. Your breach or threatened breach of the User Agreement, or this Host Agreement;
4. We determine that your use or continued use of Arrowscores® hereunder presents a security or cybersecurity risk to us or other Users of Arrowscores®, or a credible threat of misuse or misappropriation of our Provider IP, or the Content or IP of any other User of Arrowscores®.

C. Reserved Right of Refusal. We hereby reserve the absolute right to refuse to enter any subsequent Host Agreement with you to access Arrowscores® 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 if any prior Host Agreement you entered with us was suspended or terminated by us.

D. Effect of Termination. Upon the termination of this Host Agreement:

1. 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 X.F below;

2. Host shall not be relieved of any obligation (if any) to pay us all outstanding amounts due and owing as of the date of termination;

3. To the fullest extent permitted by applicable law, you shall be deemed to: (a) forever RELEASE NASP® from and for any liability or responsibility to you (including your officers, directors, employees, agents, volunteers, Users, vendors, subcontractors, heirs, 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 NASP® 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 NASP® for any Losses or Damages arising from termination of this Agreement or the effects of termination stated in this Section IX.D.

IX. MISCELLANEOUS.

A. Entire Agreement, Amendment, Control. This Host Agreement together with the User Agreement constitutes 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 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 with respect to such breach or any subsequent breach by Host.

C. Binding Effect, Assignment. This Host Agreement is binding upon and shall inure to the benefit of the parties according to its terms, and to their respective successors and permitted assigns; provided that you 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. We reserve the right to assign this Host Agreement or delegate any of our rights or obligations hereunder to any corporate affiliate of 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. 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 you receive from us will satisfy our obligations to provide you with written notice hereunder.

If to NASP®:

Tommy Floyd, Ed.D., President
National Archery in the Schools Program, Inc.
W4285 Lake Drive
Waldo, WI 53093
Office No: 920-523-6040
Email: tommy.floyd@naspschools.org

If to Tournament Host:

[Host Representative Name]
[Host Name]
[Street Address]
[City/State/Zip Code]
[Business Phone #]
[email address]

F. Survival. Sections I, III.B, III.C, III.D, IV, V, VI, VII, VIII.C, VIII.D and 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 Host 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 Host.

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 E-SIGN Act of 2000, e.g., 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.

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

[TOURNAMENT HOST NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____