clubprophet

Mar 18, 2022

Pokegama Golf Course
3910 Golf Course Road
Grand Rapids, MN 55744
USA

Dear Bob,

Included in this document, you will find the following information:

1. Monthly Software, Hardware, Installation, Setup and Training cost breakdown for you.
2. The monthly service fee agreement, which you will sign and date.
3. The ACH authorization form to complete your billing information.
4. The hardware and web service requirements.

Once we receive your complete signed agreement, we will confirm the receipt of the agreement via email and introduce you to your project manager.

If you have any questions after looking over the information, please contact me.

Sincerely,

Torrey Schultz
National Sales Manager

(800) 793-1872
Extension: **7018**

e: torrey@clubprophetsystems.com

a: Club Prophet
   701 Russellton Road
   Cheswick, PA 15024

w: www.clubprophet.com

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701 Russellton Road
Cheswick, PA 15024

Prepared by: Torrey Schultz	Date: Mar 18, 2022

Customer Information		Prepared For
Pokegama Golf Course **3910 Golf Course Road** **Grand Rapids, MN 55744** **USA** **Customer Website**		**Bob Cahill** **Director of Golf** **218.326.3444** **golf@pokegamagolf.com**

We really appreciate the opportunity to partner with Pokegama Golf Course. See below for the complete software solution we believe will help your facility take its business to the next level:

Products				
Name	**Quantity**	**List Price**	**Sales Price**	**Total Price**
Amazon Data Hosting	*1*	*$1,800.00*	*$1,500.00*	*$1,500.00*
Golf POS, Inventory, Customer Management	*1*	*$1,800.00*	*$1,800.00*	*$1,800.00*
Tee Sheet and Online Reservations	*1*	*$2,400.00*	*$1,800.00*	*$1,800.00*
Webstore	*1*	*$1,200.00*	*$600.00*	*$600.00*
Golf POS Licenses	*2*	*$300.00*	*$240.00*	*$480.00*
Admin Licenses	*1*	*$240.00*	*$120.00*	*$120.00*
Remote Setup & Training	*1*	*$0.00*	*$0.00*	*$0.00*
Support & Software Updates	*1*	*$0.00*	*$0.00*	*$0.00*
Data Conversion	*1*	*$0.00*	*$0.00*	*$0.00*
			Yearly Software Total:	*$6,300.00*

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed. Please note the above pricing does not include any shipping fees, travel expenses or taxes. Where applicable, those items will be billed at cost.

Authorized Signature for Pokegama Golf Course

YEARLY SERVICE FEE AGREEMENT

I, Bob Cahill, acting on behalf of Pokegama Golf Course, herein referred to as Customer, hereby accept this proposal provided to me by Club Prophet , Inc., and herein referred to as Company.

The following sections are in place to outline the key items that will help, both Customer and Company, ensure a smooth implementation.

TERMS OF SALE

1. In order for Company to reserve installation and training dates, the undersigned agrees to execute and return this Acceptance of Proposal along with payment/deposit for the hardware and first month service agreement in the amount of $ 0 .

2. **Yearly payments of $ 6300 will then be due starting the second month of Customer's usage and will be auto-drafted from Customer's checking account.

3. The yearly payments will remain constant for two years as long as Customer continues to use Company's POS software solution.
   a. Any additional software modules will have an additional yearly service fee.
   b. Software customizations will be considered on a case by case basis and will be an additional fee.
   c. **After two years, Company reserves the right to raise the monthly software fee. That increase will be limited to 2% each year.**

4. Yearly Service Fee includes:
   a. The right to install and use the number of SAAS licenses for the Company Modules licensed.
   b. Unlimited technical support on business days from 8:00am to 7:00pm eastern time.
   c. Emergency support when the support office is closed with typical response within 15 minutes.
   d. Customer retains ownership of the data collected with Company's products.

5. Either party may terminate this agreement with 30 days written notice without cause.

Initial

CUSTOMER RESPONSIBILITIES

1. Customer agrees to assign a Project Manager responsible for the coordination of the installation, compiling of data, and training under this agreement.
2. Customer has reviewed Company's Hardware Minimum Requirements (Exhibit B) and acknowledges that all PCs and peripheral hardware meet Company's Hardware Minimum Requirements.
3. Customer acknowledges that Club Prophet offers specific PCI-DSS Compliant and PA-DSS Validated credit card integrations. Options are limited, vary by country and these validations may dictate hardware requirements and compatible processing platforms. Additional integration fees may apply.
4. Customer will be responsible for hiring a qualified network company to install, set up, and cable the necessary networking components of computers. This work is to include cabling, network configuration, hubs/switches, computer installation, monitor and printer set up, and all other standard "off the shelf" peripherals.
5. Company will not support our software on generic, home-built PCs or on networks that do not meet the specifications listed in Exhibit B.

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YEARLY SERVICE FEE AGREEMENT

6. If Customer is not purchasing computers from Company, Customer must purchase only industry-standard, brand-name PCs that meet the specifications listed in Exhibit B. Under no circumstances will Company be responsible for any network problems or reimburse Customer for any fees incurred by or from outside software/hardware vendors, or Internet Service Providers.
All hardware warranty issues that arise from the purchase of any hardware from Company will fall under the manufacturer's original warranty.

Initial

TRAINING

1. Initial training includes specified days (8/hr day) of onsite training per the Training, Installation and Setup section in the quote above. Note: Any training over the allotted hours stated in the agreement may result in a $50/per hour fee.

2. Additional on-site and/or remote training can be scheduled through Company's sales office and is available at a daily rate of $800 plus expenses for on-site training or $100 per hour for remote training.

3. All pass-through expenses for travel, shipping, tax, etc., (See Exhibit A) that are associated with the cost of training and installation, will be billed upon the completion of said training and installation and will be due within ten (10) days of the invoice date.

4. Standard Training is included. However Premium Training / Travel Applies as follows:

    a. IF the training dates require the trainer to **Travel** on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is $125.00/day charge for weekend travel.

    b. IF **Training** is required on a weekend or holiday (i.e., Saturday training), there is a $250.00/day charge for weekend training.

Initial

CONFIDENTIAL INFORMATION

The Customer acknowledges that Company may use products, materials, or methodologies proprietary to Company. The Customer agrees that Company's provision of services under this Agreement shall not be grounds for the Customer to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto.

Company, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Customer ("Customer Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the Customer.

YEARLY SERVICE FEE AGREEMENT

WARRANTIES AND REMEDIES

COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE IS AND REMAINS WITH CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE AMOUNT OF THE CUSTOMER'S CURRENT MONTH SERVICE FEE. EXCEPT AS STATED IN THE PRECEDING SENTENCE, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, GENERAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

ACCEPTANCE OF PROPOSAL

By initialing above and signing below, I imply my understanding and acceptance of each point set forth by Company.

_____   _____

Customer Signature   Date:

_____

Print name

CLUB PROPHET
ACH AUTHORIZATION AGREEMENT – US

CUSTOMER NAME   :   **Pokegama Golf Course**

TELEPHONE #   :

BANK NAME   :

BANK ADDRESS   :

BANK ROUTING #   :

BANK ACCOUNT #   :

I/We authorize **Pro-Shopkeeper Computer Software Company DBA Club Prophet Systems** to begin deductions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Club Prophet Systems account. Regular monthly payments for the full amount of services will be debited to my account on the 10th day of each month. Club Prophet Systems will provide 7 days' notice for the amount of each debit. This authority remains in effect until Club Prophet Systems has received written notification from me of change or termination.

ONE-TIME DEPOSIT $ 0   MONTHLY SERVICE FEE $ 6300

SIGNATURE OF ACCOUNT HOLDER   :

PRINT NAME   :

DATE   :

EMAIL (for monthly billing statements) :

PLEASE RETURN FORM TO:

Club Prophet Systems
kate@clubprophetsystems.com
Fax: 724.274.0387
Questions: 1.800.793.1872 x7006

Club Prophet

Pass Through Expenses

(Exhibit A)

With each installation, Club Prophet incurs certain pass-through expenses. All pass-through expenses are billed to the customer at cost.

Pass through expenses include but are not limited to:

- AIRFARE
  - Coach Class
  - Reasonable Travel Time-of-Day
  - Twenty-One (21) Day Advance Purchase Rates When Available
  - Airport Parking or Taxi/Uber fees.

- GROUND TRANSPORTATION
  - Mid-Size Automobile Rates
  - Parking and Tolls
  - Gasoline
  - Cab Fares (If Applicable)

- HOTEL LODGING
  - Reasonable Full Service Hotels (or comparable housing provided by club)

- FOOD *I* TELEPHONE *I* MISCELLANEOUS

- ALL SHIPPING EXPENSES
  - Equipment/Hardware
  - Software
  - Overnight Shipping

- TRAINER COMPENSATION
  - Premium Training/Travel Rates**

** Regular Training is included. However Premium Training / Travel Applies as follows:
  - IF the training dates require the trainer to **Travel** on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is $125.00/day charge for weekend travel.
  - IF **Training** is required on a weekend or holiday (i.e., Saturday training), there is a $250.00/day charge for weekend training.

Club Prophet Hardware Requirements – 1/15/2022

Club Prophet is not responsible for system performance if the required specifications are not met.

Data Server that has 6 or more POS Stations connected:

Minimum Specification	Recommended Specification
Intel Xeon Quad Core 2012+ Microsoft Windows Server 2012+ (64-bit) 8+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2012+ R2 Standard Edition, Workgroup or Enterprise Offsite data backup Antivirus software	Intel Xeon Quad Core 2018+ Microsoft Windows Server 2019 (64-bit) 32+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2019 Standard Edition, Workgroup or Enterprise Mirrored Raid Configuration and offsite data backup Antivirus software

POS Stations

Minimum Specification	Recommended Specification
Intel Core i5 2012+ Microsoft Windows 10 Pro (64-bit) 8+ GB of Installed Memory Available HD space 10Gb+ Wired Network Connectivity Antivirus software	Intel Core i7 2018+ Microsoft Windows 10 Pro (64-bit) 16+ GB of Installed Memory Solid State HD, 256Gb+ with 10Gb+ available HD space Wired Network Connectivity Antivirus software

Peripheral Hardware:

- Thermal Receipt Printers supported: Citizen CTS2000 (USB Only), Epson TM-T88IV or newer (USB only)
- Impact Printers supported (for remote kitchen printing): Epson TM-U200 series (Ethernet only)
- Cash Drawers Supported: APG-320 Cash Drawer, MMF Cash Drawer
- Epson Intelligent Printers for iPad Printing: TM-T88VI
- Barcode Scanners Supported: Symbol, PSC, Metrologic, Socket Mobile S700 Bluetooth
- Barcode Printer Supported: Zebra ZD410
- Windows Bluetooth Printer: Citizen CMP-30LBTU
- Touch Screen Monitors supported: minimum LCD size 15"
- Pole Displays: Logic Controls PD3000 (USB)
- Credit Card Devices (Devices are processor specific. Please talk to a Sales Representative prior to purchasing) : Ingenico iSC250, Ingenico iPP320, PAX S300,, Lane 3000, Lane 5000, Desk 3500, Move 5000, DewjavooZ11, USB non encrypted Magtek keyboard emulation
- Card printer: Zebra ZXP Series 3 or Fargo DTC410
- CPSair/CPSgo: iPad running iOS 12 or newer with Infinea Tab M Sled (cellular data usage < 500MB a month) (USB-C port iPads are NOT supported for credit card swipe hardware at this time)
- CPStv: Apple TV 4th gen or newer
- iOS Bluetooth Printer: Epson TM-P20
- iCPS Stock App: iPod Touch 5th Gen or newer on iOS 9 or newer with Linea Pro 5 Sled with 2D scanner

Web Server notes:

- Windows 10 Pro has a 20 connection limit, CPS recommends Server OS if hosting multiple web products (ORES, OBILL, API, 3Party, Etc.) https://bit.ly/2XKSiPw
- Available HD space 10GB+

Offsite data notes:

- Internet speeds directly affect system performance when the central database is hosted offsite or AWS
- The total number of computers sharing an internet connection directly affects the availability of bandwidth
- Using various online speed tests (https://speedof.me) CP recommends 5mb up/down availability for normal use (2-3 POS) with more bandwidth available for additional terminals and modules (ORES, API, 3Party, etc.)

Web Interface Services Requirements

If you are using an external web service application, Web Store, Online Reservations, Remote License or any service that requires Web Services, the following requirements need to be met prior to our installation/setup.

You will need an IT Professional to set up these requirements.

1. A **public and static** IP address. Your internet service provider can tell you if you have a static or dynamic IP address. If it's dynamic, you will need to ask your internet service provider to set you up with a **static** IP address.

2. Port 80 (or other port) needs to be open and forwarded to your web server. Depending on the brand of router that you have, it may be called NAT Translation. **Please provide a screen shot of www.canyouseeme.org website showing the successful open port connection test on the web server.** This screen shot will show the public static IP address and show the opened port you are using.

3. For PCI Compliance, you need to have a web server that is separate from your data server. You will need to use a different computer than your server to control traffic from the web. This machine can be one of your client machines that you are already using with our software.

4. Send this information along with your IT Professional's contact information to Lee Hanyo, Project Manager: lee@clubprophetsystems.com

5. If you have any questions regarding the information listed above, please contact Lee Hanyo, Project Manager at 800.793.1872 (Option 1) or email lee@clubprophetsystems.com