

TERMS OF SERVICE

1. SCOPE. These terms and conditions and all documents referenced herein constitute the agreement (“Agreement”) entered into by and between the parties as of the date the applicable Order Form was signed by Adventure Office Software, LLC (“Adventure Office”), and the party identified on the Order Form as “Client” (referred to herein as “you”, “your” or “Client”). The terms and conditions of this Agreement will apply to the provision of services and software by Adventure Office.

2. REPRESENTATIONS AND WARRANTIES BY CLIENT. Client represents and warrants that (a) it has and shall have full right and authority to enter into this Agreement and (b) its use and its customers’ and other third-party users’ use of the Services and the Client Data (as defined below) shall not violate the terms and conditions of this Agreement or any applicable law, regulation or rule.

3. SERVICES. Subject to Adventure Office’s acceptance of your order and your timely payment of all applicable fees, Adventure Office will use reasonable efforts to provide the services (“Services”) ordered by Client pursuant to Adventure Office’s standard ordering form (“Order Form”). The Services available to Client include: (a) Adventure Office Software Application (“AO Software”) which allows management of Client’s travel-related products and services; the license for the AO Software includes Client usage of Adventure Office’s system for real-time travel inventory management and reservation processing and secure hosting and storage of Client data on equipment supplied by Adventure Office and/or its suppliers; (b) “Adventure Web” Online Transaction Processing Infrastructure – Computer interface which provides internet users access to Client’s travel-related products and services via Client’s own website; and/or (c) Adventure Web including Client usage of software specified by Adventure Office to be coded within Client’s website (to be added by Client at Client’s expense) which allows a visitor to select and purchase Client’s inventory items and enables Client’s website visitors to research and financially

complete a purchase transaction at Adventure Office's secure website.

4. **THIRD-PARTY SERVICES.** The Services to be provided by Adventure Office may include a limited right to use software or other services provided by third parties pursuant to marketing or licensing agreements between Adventure Office and such third-party providers. The provisions herein regarding ownership and licensing of products and services are subject to, and limited by, any separate agreements between Adventure Office and such third-party providers. These third-party services include, among others, the ezWaiver software program. Adventure Office shall not be responsible or liable for issues or performance problems with such third-party products or services which are caused by the third-party providers and that are beyond the control of Adventure Office. This disclaimer and limitation is in addition to the general limitations and disclaimers set forth herein.

5. **DISTRIBUTION SERVICES.** The Services may also include marketing and resale of Client Travel Services through authorized distribution programs (each a "Distribution Partner Program"). Distribution Partner Programs may include, but not be limited to, third-party internet sites where (a) travelers can directly book reservations and/or purchase tickets or vouchers or (b) travelers can link to Adventure Office's website for booking reservations and/or purchasing tickets or vouchers. Client's participation in a Distribution Partner Program will be conditioned upon acceptance of all additional terms and conditions that may be applicable to such program (as may be set forth in separate terms and conditions in addition to those contained herein). Client agrees that the pricing offered on Client Travel Services made available through the Distribution Partner Program(s) shall be equivalent to or lower than the price being offered by Client to its other customers purchasing similar services based on similar volume, seasonality and availability.

6. **FORCE MAJEURE.** Adventure Office shall not be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation,

acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, interruption of or delay in transportation or telecommunication service, act of its vendors or suppliers, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of the Service.

7. CLIENT OBLIGATIONS. You agree to: (a) accurately describe the travel services you offer and which Adventure Office will in turn offer on your behalf (“Client Travel Services”); (b) use best efforts to provide the Client Travel Services to the satisfaction of customers; (c) maintain all Client data in the system such that it is always current and representative of actual inventory available to be sold on Client’s behalf; (d) maintain, at your expense, the infrastructure necessary to make use of the Services, including, but not limited to, computers and adequate internet access; (e) make timely payment of all applicable fees due under this Agreement and the Order Form(s); and (f) maintain, at your expense, services necessary for Adventure Office to facilitate financial transactions on your behalf, including, at a minimum, a merchant account capable of online credit card processing through a processing gateway approved by Adventure Office.

8. LICENSE GRANT. Subject to your timely payment of all applicable fees, Adventure Office grants Client a non-transferable, non-sub-licensable, non-exclusive license during the term of this Agreement to access Adventure Office’s website and use the software hosted on the site (“Software”) solely for Client’s internal business purposes in connection with Adventure Office’s provision of the Services. Client shall make no attempt to: (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, distribute, sell or otherwise transfer the Software to any third party; (c) use the Software in any service bureau or time-sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software or (e) otherwise use or copy the Software except as expressly permitted under this Agreement. The Software is licensed and not sold and is protected by copyright, trademark and trade secret laws and international treaty provisions.

9. UPGRADES; SUPPORT. Subject to your timely payment of all applicable fees, Adventure Office will use reasonable efforts to maintain, correct and support the Services and Software at no additional charge. Adventure reserves the right to add features, modules or otherwise upgrade the Software. Use of such upgrades may be subject to additional charges.

10. CLIENT CONTENT. You agree that you will not use any Services or the Software to: (a) submit, post, upload or otherwise transmit content or data that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; (b) submit, post, upload, utilize or otherwise transmit any content or data through the Services or Software that is defamatory, libelous, abusive, tortious, harassing, vulgar, obscene, pornographic or otherwise indecent; (c) submit, post, upload or otherwise transmit any content or data that infringes or otherwise violates the rights of any third party, including without limitation privacy rights, copyright rights, and other proprietary rights; (d) impersonate, or otherwise misrepresent your affiliation with, any other person or entity; (e) falsify or delete any attributions, legends, or other proprietary designations of the origin or source of Software or other Adventure Office content contained in a file that is uploaded; (f) collect or store personal data about other users not affiliated with Client or Client's customers; or (g) violate any applicable local, state, federal, or international law or regulation.

11. CONTENT OWNERSHIP. Adventure Office does not claim ownership rights in any Client content or data; provided, however, Client recognizes that information regarding Client's customers are not necessarily exclusive to Client as such customers may be common customers of Adventure Office or its other clients. For the sole purpose of enabling Adventure Office to provide the Services, you grant to Adventure Office a non-exclusive, royalty-free license to use, copy, distribute, and display the Client content and/or data, including without limitation, images, pictures and graphics from Client's website. Adventure Office reserves the right to remove, delete, move or edit Client content or data that it, in its sole discretion, deems abusive,

defamatory, obscene, in violation of the law, including but not limited to copyright or trademark law, or otherwise unacceptable. Client is solely responsible for all Client content or data and Adventure Office shall not be liable for any such Client content or data. Client agrees to indemnify and hold Adventure Office harmless for any violation of this Agreement. Notwithstanding anything contained herein to the contrary, all user data, including, without limitation, use and traffic data concerning users who access Adventure Office's website, whether by linking through a Distribution Partner Program or otherwise, is exclusively owned by Adventure Office and may be used by Adventure Office for any lawful purpose.

Adventure Office respects the intellectual property rights of third parties. In the event that you have a good faith belief that your copyrights have been violated by the use or display of certain content within the Services, Adventure Office will investigate and promptly undertake efforts to resolve the issue. To notify Adventure Office regarding an alleged copyright violation, you must provide Adventure Office with all of the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (ii) identification of the copyrighted work(s) claimed to have been infringed, and information reasonably sufficient to permit Adventure Office to locate the material; (iii) information reasonably sufficient to permit Adventure Office to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (v) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Adventure Office's designated agent at:

Adventure Office Software
C/O Fullsteam Operations LLC
Attn: Ed Graf

540 Devall Drive, Suite 301
Auburn, AL 36832

12. OWNERSHIP OF INTELLECTUAL PROPERTY. All site software, design, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, or other copyrightable elements, and the selection and arrangements thereof, and trademarks, service marks and trade names (the "Material") are the property of Adventure Office and/or its subsidiaries, affiliates, assigns, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. You agree not to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate any Material to any third party (including, without limitation, the display and distribution of the Material via a third-party website) without the express prior written consent of Adventure Office Software, LLC. Use of Adventure Office Software, LLC's and/or its licensors' Material is only permitted with their express written permission. You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify the Material. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

13. USER ACCOUNT. Client will receive a password and account designation ("User Account") upon completing the registration process. You are responsible for maintaining the confidentiality of the User Account and are fully responsible for all activities that occur under Client's User Account. You agree that access to the Services, via your User Account, will be restricted to Client employees whose use is consistent with this Agreement, and giving others unauthorized access via your User Account is expressly forbidden and grounds for immediate termination of this Agreement. Client agrees to immediately notify Adventure Office of any unauthorized use of Client's password or account or any other breach of security. Adventure Office shall not be liable for any loss or damage arising from Client's failure to comply with this section.

14. ACCOUNT ACTIVITY. Adventure Office reserves the right to monitor Client's User Account and use of the Services and to disclose any information necessary to (a) ensure your compliance with this Agreement; (b) satisfy any applicable law, regulation or legal process; or (c) protect the rights, property and interests of Adventure Office, its employees or the public. Adventure Office reserves the right to suspend or terminate any User Account and use of the Services and Software, remove and discard any Client content or data at any time, without notice, due to your breach of this Agreement or conduct that Adventure Office believes is harmful to other users of the Services or the business of Adventure Office or other third-party providers.

15. TERM AND TERMINATION. The initial term of the Services shall be set forth in the applicable Order Form; and will renew upon the expiration date for successive terms of equal length unless terminated earlier pursuant to this Agreement. Either party may immediately terminate this Agreement if the other party breaches any material provision and fails to cure such breach within thirty (30) days after receipt of written notice by the other party. Either party may terminate this Agreement for its convenience and without cause by providing sixty (60) days written notice to the other party. Either party may terminate this Agreement immediately if the other party becomes the subject of a bankruptcy, insolvency, or similar proceeding, or there is an assignment for the benefit of creditors, and such proceeding is not dismissed within thirty (30) days of filing. Neither party will be liable to the other for any expiration or termination of this Agreement; provided, however, termination will not extinguish claims or liability arising prior to such expiration or termination. Upon the effective date of expiration or termination, Adventure Office will immediately cease providing any Services and any and all remaining payment obligations of Client under this Agreement shall become immediately due and payable. All provisions concerning payment, privacy, indemnity, defaults, and remedies shall survive the expiration or termination of this Agreement.

Client is subject to the provisions of Colorado Constitution, Article X, Section 20 ("TABOR") regarding multiple fiscal year obligations. Therefore, no obligation extending beyond the end of the fiscal year

shall be enforceable unless and until Client, acting through the Board of County Commissioners, has adopted a budget providing for payment of such obligations.

16. FEES. You shall make timely payment of all applicable fees pursuant to the applicable Order Form(s), which shall commence billing as of the date of the start of the Services. All payments must be made in U.S. dollars. Any amounts not paid when due will accrue interest at the lesser of one and one-half percent (1½%) per month, compounded monthly, or the maximum rate permitted by applicable law from the due date until paid. If any fee remains unpaid ten (10) days after written notification of failure to make payment, Adventure Office may, in its sole discretion and without liability, disable the Services and/or terminate this Agreement immediately. Client agrees to pay all costs, including attorneys' fees, incurred by Adventure Office in the collection of any unpaid fees.

Client shall be solely responsible for and agrees to pay, indemnify, and hold Adventure Office harmless from any and all sales, use, communications, excise, or similar tax or duty, and any other tax not based on Adventure Office's net income, including penalties and interest and any associated professional fees, and all other imposts levied upon or chargeable with respect to the use, license, sale, or delivery of the services or other deliverables in respect of this Agreement, and any costs associated with the collection or withholding of any of the foregoing items.

17. PAYMENT OF FEES. To facilitate timely payments by Client, Client agrees to provide a valid bank account for Electronic Funds Transfer (ACH), or at Adventure Office' sole discretion a credit card, as a form of payment to Adventure Office to which fees can be charged, as earned, by Adventure Office. This Agreement represents Client's ongoing authorization to charge said form of payment for fees earned by Adventure Office.

18. MODIFICATIONS. Adventure Office reserves the right to modify or eliminate certain components of the Services and the fees under this

Agreement upon not less than thirty (30) days prior written notice to Client. Your continued use of the Services after the expiration of the notice period constitutes your acceptance of such changes.

19. **DISCLAIMER OF WARRANTIES.** Client acknowledges that the Services provided by Adventure Office are computer-network based, and there will be occasions when the Services will be interrupted. Adventure Office exercises no control over and accepts no responsibility for the information or content accessible on the Internet. The Internet is not a secure network. Adventure Office disclaims any liability for loss or theft of information transmitted over the Internet. THE SERVICE AND ANY RELATED SOFTWARE AND/OR EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ADVENTURE OFFICE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR PRODUCE PARTICULAR RESULTS OR THAT THE INFORMATION OBTAINED ON THE INTERNET SHALL BE RELIABLE OR UNOBJECTIONABLE.

20. **INDEMNIFICATION.** Client shall indemnify, defend, and hold harmless Adventure Office and its employees, affiliates, contractors, and agents from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to any breach of this Agreement, including without limitation any use of the Services provided by Adventure Office or acts or omissions by Client or any of its customers, employees, affiliates, contractors, or agents, and any claims for infringement of any third-party rights arising from or related to the Customer Data.

21. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ADVENTURE OFFICE OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, OR

AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF ADVENTURE OFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL ADVENTURE OFFICE'S LIABILITY FOR ANY DAMAGES EXCEED THE ACTUAL DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE DAMAGES OCCURRED OR THE CAUSE OF ACTION AROSE.

22. NO ASSIGNMENT. Client may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Adventure Office, except to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

23. ENTIRE AGREEMENT; SEVERABILITY. This Agreement and the Order Forms constitute the entire agreement between Adventure Office and Client and govern your use of the Services and Software, superseding any prior or contemporaneous agreements between you and Adventure Office. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court give effect to the parties' intentions based upon the entire Agreement, including the invalidated provision, and the other provisions of this Agreement shall remain in full force and effect. No term or provision in any invoice or other business form will control the relationship of the parties or supersede or replace any term of this Agreement. The headings of sections of this Agreement are for convenience and are not to be used in interpretation.

24. GOVERNING LAW AND JURY TRIAL WAIVER. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the parties agree to submit to personal jurisdiction in the State of Colorado. Furthermore, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Colorado or any federal court sitting in the State of Colorado for purposes of any suit, action or other proceeding arising out of this Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.

25. NON-WAIVER OF REMEDIES. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right.

26. NOTICES. All notices required by or relating to this Agreement will be deemed to have been given as of the date of delivery or five (5) days after it is sent, whichever is earlier. All such notices shall be in writing and delivered in person or sent by means of certified mail, postage prepaid, confirmed facsimile, confirmed electronic mail, or nationally recognized overnight courier, to the parties to this Agreement and addressed as follows:

If to Adventure Office:
Adventure Office Software, LLC
1248 Rimrock Dr.
Silt, CO 81652

Email: management@adventureoffice.com

If to Client: Contact Information listed on the applicable Order Form.