

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is entered into this ___ day of _____, 201__ (the "Effective Date") by and between Pro-Fit Performance Club Fitting, LLC ("Pro-Fit"), and _____ ("Customer") (each a "Party" and collectively the "Parties").

WHEREAS, Pro-Fit is the owner of the proprietary and patent-protected Pro-Fit computer software program and provides access to such software through a hosted service environment to various golf professionals through its website, http://www._____ (the "Site"); and

WHEREAS, Pro-Fit and Subscriber desire to enter into this Agreement for the licensing of the Service (as defined below) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. SERVICE.

1.1 Subject to Customer's continued compliance with the terms of this Agreement, and in consideration of Pro-Fit granting access to Customer to the Site and Service in accordance with the terms hereof and the Usage Fee (as defined below) paid by Customer hereunder, Pro-Fit grants to Customer, and Customer hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose (as defined below). All features, content, specifications, audio and visual information, documents, software, layout, data, graphics and other products and services contained in or made available to Customer in the course of using the Service, as well as the Site Deliverables (as defined below) (the "Pro-Fit Content") are subject to change.

1.2 The Service shall be used solely by Customer for its internal purposes in connection with the offering of club-fitting services to its customers (the "Purpose"). Except as expressly authorized herein, Customer shall not (i) alter, modify, or create derivative works from the Service, (ii) reverse engineer the source code of the Service or the underlying software used therein, or (iii) license, sublicense, sell, resell, transfer, assign, distribute, provide access to or otherwise commercially exploit the Service or Pro-Fit Content, in whole or in part, to any third party, or otherwise permit any third party to use the Service or any Pro-Fit Content, except that Customer may permit its agents, employees or subcontractors to access the Service and Pro-Fit Content in accordance with the terms hereof to the extent such agents, employees or subcontractors are acting in support of or on behalf of Customer in connection with Customer's use of the Service or Pro-Fit Content as contemplated hereby.

2. SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by Pro-Fit to Customer for the Service are personal to Customer, allow Customer to use and access the Service and any Pro-Fit Content generated through the Service, on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of Pro-Fit, which may be withheld in Pro-Fit's sole and absolute discretion.

3. FEES AND PAYMENT TERMS.

3.1 In consideration for Pro-Fit granting access to the Service to Customer, Customer agrees to pay to Pro-Fit a non-refundable usage fee in the amount and on the terms listed on Exhibit A attached hereto (the "Usage Fee").

3.2 Pro-Fit may use a third-party intermediary to manage credit card processing, and this intermediary is not permitted to store, retain or use Customer's billing information except to process Customer's credit card information for Pro-Fit. Pro-Fit's handling of Customer's personal information shall be in accordance with Pro-Fit's privacy policy, which can be found at _____.

3.3 Unless otherwise set forth on Exhibit A, the Usage Fee shall be an annual fee, due and payable on the effective date of this Agreement and, if renewed in accordance with the terms hereof, no later than the first day of the commencement of each renewal term. Pro-Fit may deny access to the Service if the Usage Fee is not timely paid. Any amount not paid when due will bear interest at a rate of 1.5% per month on a compounded basis (or, if lower, the maximum rate permitted by applicable law) until such amount is paid.

3.4 The Usage Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon

the Service or Customer's use of the Site. If taxes should be imposed on any of the foregoing, Customer will pay all such taxes (excluding taxes imposed on or measured by Pro-Fit's income) and hold Pro-Fit harmless for the payment of any and all such taxes.

4. CUSTOMER DATA. Customer acknowledges and agrees that, in order for Customer to utilize the Service, Customer must input data into the Service via the Site ("Customer Data"). By doing so, Customer is not relinquishing any of its ownership or rights in and to such Customer Data. However, Customer hereby grants to Pro-Fit, and Pro-Fit hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store and otherwise distribute the Customer Data in any and all ways necessary for Pro-Fit to provide to Customer the Service, to generate the Site Deliverables, and for all other legitimate business purposes of Pro-Fit. Customer, not Pro-Fit, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Customer Data, and Pro-Fit shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Customer Data. Pro-Fit reserves the right to withhold, remove and/or discard Customer Data without notice. Upon termination, Pro-Fit shall have no obligation to maintain or forward any Customer Data to Customer. To the extent any Customer Data amounts to personal information, Pro-Fit shall handle such personal information in accordance with its privacy policy, which can be found at [REDACTED].

5. SITE DELIVERABLES. As part of the Service, Pro-Fit will generate club-fitting recommendations, including recommendations related to size and other dimensions of golf clubs (collectively, the "Site Deliverables"). While Pro-Fit takes extensive efforts to present accurate and up to date Site Deliverables, Pro-Fit makes no representations or warranties as to the Site Deliverables, and the parties hereto acknowledge that the Site Deliverables may be inaccurate, incomplete or out of date. **THE SITE DELIVERABLES ARE PROVIDED AS-IS.**

6. SERVICE RESTRICTIONS. Customer agrees it will not:

6.1 Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Pro-Fit Content, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by this Agreement;

6.2 Use the Service, the Pro-Fit Content, the underlying software used therein, or any portion thereof to create any tool, application or software product;

6.3 Use the Service, Pro-Fit Content, or the Site in any unlawful manner whatsoever;

6.4 Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Pro-Fit Content;

6.5 Access the Service by any means other than through the Site;

6.6 Use multiple queries or specially constructed queries in an attempt to extract large datasets or to probe for vulnerabilities;

6.7 Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

6.8 Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

7. THIRD PARTY PRODUCTS. As part of its relationship with Customer, Pro-Fit may facilitate the sale of third party products ("Third Party Products") to Customer, either through direct resale of the Third Party Products or facilitating transactions between such third parties and Customer. All sales of Third Party Products will be subject to the terms and conditions of a separately executed purchase order, and Pro-Fit makes no, and hereby disclaims any and all, representations or warranties with respect to such Third Party Products.

8. SUPPORT, MAINTENANCE AND UPGRADES.

8.1 Provided Customer is not in breach of this Agreement, and so long as this Agreement is in effect, Pro-Fit will provide general support services related to the Site during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by Pro-Fit in its sole discretion. Pro-Fit will use reasonable efforts to notify Customer in advance of any changes to this schedule. General support services will include email communication during the time frame described above. Any support services beyond

those described herein, or any support services provided outside of the time frame described above, may be provided by Pro-Fit at Pro-Fit's sole and absolute discretion, and upon terms determined by Pro-Fit.

8.2 Customer understands and acknowledges that Pro-Fit has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time. Updates and improvements provided as part of Pro-Fit's general maintenance services shall be made in Pro-Fit's sole and absolute discretion. Pro-Fit shall be under no obligation to provide any updates, improvements or enhancements. All rights, titles and interests to upgrades, enhancements, and special programming shall vest in and belong to Pro-Fit. Customer specifically acknowledges that some additional services or upgrades may be developed for the Service, for which Pro-Fit may require the payment of additional fees or other terms and conditions in order for Customer to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be part of the Service hereunder absent payment of such fees or compliance with such conditions.

9. BACKUP; DISASTER RECOVERY; SECURITY.

9.1 Subject to Section 15, Pro-Fit shall use reasonable commercial efforts to recover and make available to Customer the Site, Service, Pro-Fit Content, and Customer Data within forty eight (48) hours of any system failures or data loss at its primary facility.

9.2 Pro-Fit shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Customer Data or other data provided by Customer to Pro-Fit through the Site or Service, including, among other things, the use of a secure server, protective firewalls and encryption.

10. OWNERSHIP OF INTELLECTUAL PROPERTY.

10.1 Except with respect to the Customer Data, which Pro-Fit acknowledges is the property of Customer, Customer acknowledges that Pro-Fit is the owner of all right, title and interest in and to all Intellectual Property (as defined below) and all Intellectual Property Rights (as defined below) in the Service, the Site, the Pro-Fit Content and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Pro-Fit Content, Site Deliverables or otherwise provided as part of the Service. Customer acknowledges that the Site, Service, Pro-Fit Content, Site Deliverables, and any other products or services offered by Pro-Fit may be protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Customer acknowledges that it claims no proprietary rights in any Intellectual Property of Pro-Fit, the Site, the Site Deliverables, the Pro-Fit Content or the Service, and will be entitled to only such rights as are granted to Customer pursuant to any and all agreements between Pro-Fit and Customer. The Site, the Site Deliverables, Pro-Fit Content and the Service may be used only in accordance with the terms and conditions of this Agreement. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by Pro-Fit in connection with the Site, the Site Deliverables, Pro-Fit Content and the Service, and any other products or services offered by Pro-Fit (collectively the " Pro-Fit Trademarks") are the trademarks of Pro-Fit or its content providers. Pro-Fit and Customer acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, Pro-Fit Content or the Service infringes such third party's Intellectual Property Rights, Pro-Fit will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to this Agreement.

10.2 "Intellectual Property" shall mean all algorithms, application programming interfaces ("APIs"), concepts, copyrights, confidential information, customer and other lists, designs, diagrams, documentation, drawings, files, flow charts, formulae, plots, typeset formulas, tables, general page layouts, juxtapositions of data, discoveries, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), Pro-Fit Trademarks, methods, models, network configurations and architectures, notes, patents, plans, presentations, procedures, processes, proposals, protocols, reports, records, schematics, service marks, software code (in any form including source code and executable or object code), specifications, spreadsheets, subroutines, techniques, trademarks, trade names, uniform resource identifiers including uniform resource locators ("URLs"), user interfaces, web sites, works of authorship, and other forms of technology.

10.3 "Intellectual Property Rights" shall mean all past, present, and future rights in and to the Intellectual Property, which may exist or be created under the laws of any jurisdiction in the world, including but not limited to all rights in or relating to patents, registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the such Intellectual Property.

11. CANCELLATION, TERM AND TERMINATION.

11.1 Term. Unless properly terminated in accordance with this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year (the "Initial Term"), which Initial Term may be extended another one (1) year upon the mutual written agreement of the parties hereto (the "Renewal Term" and collectively, with the "Initial Term", the "Term").

11.2 Termination. If either Party breaches a material term or provision of this Agreement, the non-breaching Party may terminate this Agreement upon (30) days written notice of the breach to the breaching Party and by giving the breaching Party an opportunity to cure (if curable) the breach. If the breaching Party fails to cure the breach within such (30) days of such notice, or if the breach by its nature cannot be cured, the non-breaching Party may terminate this Agreement upon the expiration of such thirty (30) day period or immediately, as the case may be. Except as expressly set forth herein, any termination of this Agreement shall terminate all subscriptions granted hereunder.

11.3 Effect of Termination. Upon termination of this Agreement for any reason, Customer shall immediately terminate all use of and access to the Site, Service and any Pro-Fit Content, shall refrain from any future use of the same, and shall immediately return or, at Pro-Fit's request, destroy, all Pro-Fit Confidential Information in its possession. In the event of a termination by Pro-Fit due to Customer's material uncured breach of this Agreement, Customer shall immediately pay to Pro-Fit all amounts that would have otherwise been due and payable by Customer to Pro-Fit throughout the remainder of the then-current Term of this Agreement, if any. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to confidentiality, limitation on liabilities, and indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.

12. CUSTOMER'S USE OF THE SERVICE, PRO-FIT CONTENT, SITE DELIVERABLES AND CUSTOMER DATA.

Customer agrees to use the Service, Pro-Fit Content, Site Deliverables, and the Site at its sole risk, and Pro-Fit shall have no liability to Customer or any third party for its use of or reliance on the Service, Pro-Fit Content, Site, Site Deliverables, or the Customer Data. Customer acknowledges and agrees that Pro-Fit is not responsible for examining or evaluating the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Customer Data. Pro-Fit does not guarantee the availability, accuracy, completeness, reliability or timeliness of any Customer Data or Site Deliverable made available on or through the Site or Service. Pro-Fit does not warrant or endorse and does not assume and does not have any liability or responsibility to Customer, or any other person or entity for any use or access of the Service, Pro-Fit Content, Site Deliverables, Site or the Customer Data.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

13.1 It has all necessary power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

13.2 This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

13.3 The execution, delivery and performance of this Agreement does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL PRO-FIT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY OF THE LIMITED REMEDIES OF THIS AGREEMENT FAIL TO FULFILL ITS ESSENTIAL PURPOSE. PRO-FIT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PRO-FIT'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT CLAIMED BY CUSTOMER OR ANY THIRD PARTY ARISING FROM CUSTOMER'S USE OR RELIANCE ON THE SITE, SERVICE, PRO-FIT CONTENT OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CUSTOMER TO PRO-FIT DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

15. NO WARRANTY.

15.1 CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF PRO-FIT. CUSTOMER ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SITE, SERVICE, SITE DELIVERABLES, PRO-FIT CONTENT, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CUSTOMER "AS IS." PRO-FIT GIVES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. PRO-FIT DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, PRO-FIT MAKES NO WARRANTIES THAT (A) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, PRO-FIT CONTENT, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE, PRO-FIT CONTENT, SITE DELIVERABLES OR SITE WILL MEET CUSTOMER'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE AND SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PRO-FIT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Customer agrees to indemnify, defend and hold Pro-Fit and its respective affiliates, distributors, resellers, licensors, customers, members, managers, employees, agents, representatives, successors and permitted assigns, harmless from and against any and all third party claims, suits, actions and proceedings and the related damages, costs, liabilities, losses, fines, penalties, and expenses (including, but not limited to, reasonable legal fees) (collectively, "Losses") arising out of, relating to or resulting from (a) the use or access of, or reliance on, the Site, Site Deliverables or Service by Customer or any other third party whose access to or reliance on such Site, Site Deliverables or Service is made available, directly or indirectly, by, through or because of Customer, or (b) the use or access of the Customer Data by Customer or any other third party whose access to such Customer Data is made available, directly or indirectly, by, through or because of Customer.

17. CONFIDENTIALITY. During the Term of these Terms of Service, Pro-Fit may provide the Customer with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential" and any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Customer; (b) is lawfully received by the Customer from a third party not under an obligation of confidentiality to the Pro-Fit; (c) is published or otherwise made known to the public by the Pro-Fit; or (d) was generated independently by the Customer before disclosure by the Pro-Fit. The Customer will refrain from using the Pro-Fit's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Customer will likewise restrict its disclosure of the Pro-Fit's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Customer to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17, and the Customer will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. GENERAL INFORMATION.

19.1 Customer will be responsible for providing any hardware, devices or applications necessary to access the Site, Service and Customer Data and to otherwise make the Customer Data available to Pro-Fit in order to permit it to provide the Service or access the Site.

19.2 This Agreement shall be governed in all respects by the laws of the State of Nebraska, without regard to conflict of law provisions. Customer agrees that any claim or dispute it may have against Pro-Fit shall be resolved by a court located in Lancaster County, Nebraska. Customer agrees to submit to the personal jurisdiction of the courts located within Lancaster County, Nebraska, for the purpose of litigating all such claims or disputes.

19.3 Customer shall not assign, transfer, sublicense or subcontract this Agreement, or any right or obligation under this Agreement, to anyone, including any affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Pro-Fit's prior written consent, which may be granted or withheld in Pro-Fit's sole and absolute discretion.

19.4 The words "or" and "nor" are inclusive and include "and". "Including" means "including without limitation" and does not limit the preceding words or terms. "It," when referring to Customer, also means "her" or "him," as the context requires. The singular shall include the plural and vice versa. References to "Sections shall mean the Sections of this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

19.5 This Agreement, along with Pro-Fit's Privacy Policy and its website Terms and Conditions, constitute the entire agreement of the Parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. This Agreement may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

19.6 No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

19.7 If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of this Agreement in order to comply with applicable laws, rules or regulations shall not be considered a breach of this Agreement. The provisions that expressly or by their nature survive the termination of this Agreement, or those provisions that will not be fully performed upon termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement, as applicable.

19.8 Customer shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Customer resides.

[Remainder of this page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above first written.

CUSTOMER:

By: _____

Title: _____

Address:

Phone: _____

Email: _____

PRO-FIT PERFORMANCE CLUB FITTING, LLC:

By: _____

Title: _____

EXHIBIT A
USAGE FEES

Annual Usage Fee: \$1,195.00