

## Kids Bowl Free® Summer Bowling Program

### & Marketing Movement Agreement

Bowling Center has subscribed to the Kids Bowl Free® Summer Bowling Program & Marketing Movement (the “Service”) offered by Bowling Business Builders International, Inc. (“BBBI”). Bowling Center hereby authorizes BBBI to offer the Coupons as defined and described below on Bowling Center’s behalf in accordance with this Kids Bowl Free® Summer Bowling Program and Marketing Movement Agreement (the “Agreement”).

## **1. The Service**

The Service is a subscription-based service that includes the following features that are described in more detail below: (a) Kids Bowl Free® Summer Program subscription, (b) lead collection and storage; (c) Family Passes (as defined below), (d) related digital and print marketing materials, (e) online access to Service options, and (f) marketing support. Bowling Center acknowledges and agrees that all Service features accessible by or available to Bowling Centers hereunder, including without limitation, the website and any software, creative materials, and marketing tools shall constitute “Licensed Materials” for purposes of the Agreement.

### **1. KBF Summer Program**

The Kids Bowl Free® Summer Program (the “KBF Summer Program”) is primarily a summer program offered to consumers each year. As part of the KBF Summer Program, parents of school-age children are invited to register those children for the KBF Summer Program to receive free bowling at selected participating bowling centers. By subscribing to the Service, Bowling Center will be listed as a participating bowling center in the KBF Summer Program.

In addition to being listed as a participating bowling center, Bowling Center also will receive supporting marketing materials for the KBF Summer Program, such as counter cards. In its discretion, BBBI also may provide digital marketing materials on behalf of Bowling Center, such as electronic birthday reminders, youth league announcements, and e-mail surveys, as well as related marketing support.

#### **1. KBF Coupons**

Parents may register their school-age children for the KBF Summer Program at [www.kidsbowlfree.com](http://www.kidsbowlfree.com) (the “KBF Website”). Following registration and on a weekly basis during the months above, BBBI then electronically transmits to the registered parents (each, a “KBF Parent”) the KBF coupons (“KBF Coupons”) with the names of the corresponding registered children (each a “KBF Participant”). Each KBF Coupon then can be redeemed by the named KBF Participant for two (2) free games of bowling each day or as otherwise designated at the selected bowling center and in accordance with the terms below. Bowling Center agrees to allow BBBI to offer KBF Coupons on its behalf.

## **1. Family Passes**

Bowling Center agrees to allow BBBI to sell family passes (each a “Family Pass”) on its behalf to KBF Parents, which may be redeemed for two (2) free games each day during the KBF Summer Program for specified family members of KBF Participants. KBF Parents may purchase a Family Pass for up to four (4) family members (each a “Family Pass Participant”). BBBI will deliver Family Passes to purchasers electronically and on a weekly basis in the form of Family Pass coupons (“Family Pass Coupons”) in the names of the Family Pass Participants (up to four (4) Family Pass Participant names on a single Family Pass Coupon). Each Family Pass Coupon then can be redeemed during a single visit for two (2) free games of bowling by each of the named Family Pass Participants during that visit at the selected bowling center and in accordance with the terms below. Bowling Center will be entitled to fifty percent (50%) of the Net Bowling Revenues as defined below.

## **2. Coupon Terms**

KBF Coupons and Family Pass Coupons (collectively referred to as “Coupons”) are governed by and subject to the redemption conditions and restrictions set forth on the Coupons as well as those set forth at [Coupons.com](http://Coupons.com) and at the Bowling Center’s KBF page available at the KBF Website (collectively, the “Coupon Terms”). Each Coupon will clearly and conspicuously disclose all material Coupon Terms, including by way of example but not by limitation:

- Each Coupon will be valid for the date specified thereon (the “Redemption Date”).
- Coupons may or may not be limited to specific times.
- Coupons will disclose that redemption is subject to lane availability and schedule changes and encourage customers to call the Bowling Center in advance to determine lane availability and hours of acceptance.
- Coupons will not be valid with other offers and have no cash value. KBF Coupons are limited to one (1) per KBF Participant per day; Family Pass Coupons are limited to one (1) family use per day and may only be redeemed by Family Pass Participants when bowling with a family member who is a KBF Participant.
- Coupons will not bear per game prices. Bowling Center is solely responsible for setting its open bowl and other per game prices.
- Coupons may not be redeemed for group events or birthday parties.
- Coupons may not be redeemed for shoe rental and standard shoe rental rates may apply.
- Coupons may not be duplicated or altered and are authenticated at the Bowling Center to ensure authenticity.
- Refund policy for Family Pass Coupons available at the KBF Website.

Family Pass Coupons are subject to the refund policy below.

## **3. Redemption**

Any Coupon upon being delivered to customers by BBBI shall be available immediately for redemption in accordance with the terms thereon. Each Family Pass Coupon will bear a unique code for control purposes. Customers can redeem the Coupons in exchange for the goods and/or

services referenced thereon at the Bowling Center either by presenting them in paper form or digitally via using their mobile devices. Bowling Center will honor the Coupons on their stated Redemption Dates.

#### **4. Additional Costs or Restrictions**

Bowling Center agrees that in providing the goods or services that are the subject of any Coupon, it will not impose any extra or additional fees, charges, conditions or restrictions that contradict or are inconsistent with the terms set forth on the face of such Coupon.

#### **5. Taxes**

Bowling Center acknowledges and agrees that all facilities, goods and/or services that are offered or provided as part of any Coupons are provided solely by Bowling Center and that BBBI is not acting as Bowling Center's agent. Bowling Center shall collect applicable taxes (e.g., sales tax) from customers on the amount required under applicable law of the Coupons at the time of redemption at Bowling Center. Bowling Center shall be solely responsible for remitting all applicable taxes to the appropriate state and/or local taxing authority. Note: Bowling Centers operating in Florida will be provided separate specific instructions with reference to sales tax requirements.

#### **6. Refunds**

Bowling Center agrees that requests for refunds of payments for non-used Family Pass Coupons will be directed to BBBI at the KBF Website and honored by BBBI in its sole discretion subject to applicable law. All Family Pass Coupons are coded for use detection.

## **2. Customer Data**

BBBI and Bowling Center agree that all customer data collected or received as a result of the Service will be stored, secured, used and disclosed strictly in accordance with any applicable privacy policy, and as more specifically limited in the Agreement.

## **3. Fees & Revenues**

### **1. KBF Annual Fee**

The annual subscription fee (the "KBF Annual Fee") for access to the Service and as compensation for the services provided as part of the Service shall be set forth in the specifics of the yearly renewal contract (order form) for the Bowling Center and shall be due and payable upon renewal.

### **7. Family Pass Revenues**

For purposes of this section, “Net Family Pass Revenues” means the Family Pass payments received by BBBI for the Family Passes sold to purchasers who select the Bowling Center minus the credit card/bank debit service charges and/or refunds actually incurred by BBBI for the Family Passes sold.

BBBI will forward to Bowling Center fifty percent (50%) of the Net Family Pass Revenues twice annually, once approximately halfway through the KBF Summer Program and the second following the conclusion of the KBF Summer Program. Bowling Center agrees that amounts retained by BBBI from Family Pass payments hereunder are compensation to BBBI for its services in marketing, promoting, advertising, and distributing the Family Passes on behalf of Bowling Center. Bowling Center agrees and acknowledges that if Bowling Center is either unwilling or unable to perform its obligations under this Agreement, BBBI may, in its sole discretion, withhold future payment of Bowling Center’s share of Net Family Pass Revenues and/or secure reimbursement from Bowling Center for any unredeemed or refunded Family Passes. However, Bowling Center acknowledges and agrees that it remains exclusively responsible and liable to consumers for honoring Coupons as set forth herein.

## **4. Term & Termination**

This Agreement shall be effective until May 15 in the calendar year following the expiration of the relevant KBF Summer Program, unless terminated by either party in accordance with the “Termination” section below. However, termination shall not in any way impair, prevent, or restrict a customer’s redemption, or Bowling Center’s obligation to honor, previously distributed Coupons as set forth herein.

# **2. General Terms & Conditions**

The following additional general terms and conditions shall apply to the Service.

## **1. Compensation**

The fees to be paid by Bowling Center to BBBI for services to be performed pursuant to the Agreement (the “Fees”) as well as the agreed upon distribution of any proceeds to Bowling Center (the “Bowling Center Proceeds”) will be noted in the specifics of the yearly contract renewal (order form) for the Bowling Center. Bowling Center will pay BBBI an annual fee that covers Internet set-up, promotional cards and/or tools marketing ordered by Bowling Center. BBBI will collect revenue from purchasers of Family Passes and remit to the Bowling Center, the Bowling Center’s portion of such receipts in two (2) payments: the first payment will be made approximately midway during the KBF Summer Program. The second payment will be made at the conclusion of the KBF Summer Program (in the fall). BBBI reserves the right to deduct from any Bowling Center Proceeds due and owing Bowling Center any bill backs, returns and other receivables, including assessments and unpaid Fees.

## **5. Offers**

## **1. Content of Offers**

Bowling Center has subscribed to the Service, under which BBBI is authorized to promote, initiate, facilitate or distribute offers of goods or services on Bowling Center's behalf, as set forth in the Agreement (collectively referred to as "Offers"), Bowling Center acknowledges and agrees that Bowling Center shall be responsible and liable for all content and terms of any Offer and for BBBI's and/or any purchaser's use or reliance thereon. Bowling Center agrees that Offers shall not include any (a) offers to sell any goods or services on terms or in a manner that is prohibited by law; (b) content that violates any third party rights, rights of privacy or publicity; or (c) unlawful, threatening, abusive, defamatory, vulgar, obscene, profane or otherwise objectionable content; or (d) content that encourages or promotes illegal or tortious conduct.

## **8. Fulfillment of Offers**

Bowling Center acknowledges and agrees that (a) Bowling Center is and remains the seller of any such Offers, (b) Bowling Center is responsible for all customer service in connection with such Offers, (c) Bowling Center is responsible for the fulfillment of all Offers, including supplying all goods and services specified in the Offers in accordance with the terms thereof and as required by law, including laws governing sales of consumer goods and services, gift certificates or gift cards, coupons, rebates and other marketing offers. Bowling Center agrees and warrants that, in fulfilling any Offers, Bowling Center shall not impose any extra or additional fees, charges, conditions or restrictions that contradict or are inconsistent with the terms set forth in the Offer. BBBI reserves the continuing right, but shall not be obligated, to reject, revise, or discontinue promoting any Offers in order to conform to BBBI specifications or applicable law.

## **9. Compliance with Gift Card, Gift Certificate and Abandoned Property Laws**

Bowling Center further agrees and warrants that any Offers will comply with any and all laws that govern vouchers, coupons, and/or gift cards or gift certificates, including but not limited to the United States Credit Card Act of 2009 (if applicable) and any laws governing the imposition of expiration dates, service charges or dormancy fees. To the extent required by applicable escheat or abandoned or unclaimed property laws, Bowling Center shall be solely responsible for and agrees to report and pay over to the applicable local, state, provincial, territorial or federal governmental agency any unredeemed cash value of any Offer. If applicable, Bowling Center shall be responsible for maintaining accurate records of any unredeemed balances of cash amounts paid by purchasers as necessary to ensure compliance with this section. Upon request and at its sole option, BBBI may provide redemption data to Bowling Center if it is reasonably available to BBBI, but such data will only include information reasonably necessary for Bowling Center to comply with its escheat obligations and shall in all other respects be deemed confidential information subject to the "Confidentiality" section herein.

## **10. Sales Tax**

Bowling Center warrants and represents that it is registered for sales and use tax collection purposes as required by law in the jurisdiction(s) in which Bowling Center's goods and services

will be provided. Bowling Center acknowledges and agrees that it is and shall remain solely responsible for the collection and remittance of any and all state and/or local sales and/or use taxes imposed on the Offers or any amounts paid therefor. Note: Bowling Centers operating in Florida will be provided separate specific instructions with reference to sales tax requirements.

## **11. Service Modifications**

BBBI reserves the continuing right, but shall not be obligated, to reject or discontinue promoting any Offer that does not conform to BBBI specifications or applicable law or to revise such Offer in order to conform it to such specifications or law.

## **6. Representations and Warranties**

### **1. Generally**

Bowling Center represents and warrants that: (a) Bowling Center has the right, power and authority to enter into the Agreement and to grant any rights and licenses granted under the Agreement; (b) the execution, delivery and performance of the Agreement do not breach any fiduciary, contractual or statutory obligation owed by Bowling Center to any other person or entity; (c) Bowling Center will comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder; (d) Bowling Center has procured all occupational licenses and other permits and authorizations required in order to operate the Bowling Center and to offer the goods and services offered by Bowling Center therein; and (e) the signatory to this Agreement has the authority to enter into this Agreement on behalf of Bowling Center and to bind Bowling Center hereto.

### **12. Offers**

Bowling Center agrees that (a) it will conduct all aspects of any Offer or other any advertising activity under this Agreement in strict accordance with its terms and with applicable federal, state and local law; (b) the terms and conditions of any Offer, including any discounts or goods and services offered thereunder, will not violate any applicable law or regulation, including but not limited to, laws or regulations relating to the use, sale and/or distribution of alcohol, and laws or regulations relating to vouchers, coupons and/or gift cards or gift certificates; (c) any Offer or other advertising or promotion of Bowling Center's goods or services relating thereto will not constitute false, deceptive, misleading or unfair advertising or disparagement under any applicable federal or state law; (d) Bowling Center holds all necessary authorizations, permits or approvals required to make any Offer and provide the goods or services described therein.

### **13. Bowling Center IP**

Bowling Center represents and warrants that (a) it owns all right, title and interest in the Bowling Center IP (as defined below), (b) and has the right to grant any licenses in the Bowling Center IP to BBBI as stated in this Agreement; and (c) the Bowling Center IP does not and will not violate

any copyright, trademark, trade dress, or other intellectual property right or right of privacy or publicity of any third party.

## **14. Indemnification**

### **1. Bowling Center Indemnification Obligations**

To the extent allowed under applicable law, Bowling Center agrees to defend, indemnify and hold BBBI, its related and affiliated companies and entities, and their affiliates, officers, directors, shareholders, members, partners, agents and employees, successors and permitted assigns, harmless from and against any claims, actions, causes of action, lawsuits, investigations, penalties, damages, losses, liability, judgments, regulatory penalties or sanctions, or other expenses of any kind (including but not limited to reasonable attorney's fees, paralegal's fees and costs) (collectively "Losses") arising out of or relating to any of the following: (a) any breach or alleged breach by Bowling Center of this Agreement or any of its representations, warranties or obligations herein; (b) Bowling Center's negligence or willful misconduct; (c) any violation of the applicable laws and/or regulations that apply to Bowling Center's goods and/or services or to the use, sale, and/or distribution of alcohol; (d) any claims for false advertising, product liability, product defects, personal injury, death, or property damage arising out of the goods and services provided by Bowling Center; (e) any alleged infringement, misappropriation or other violation of any third party trademark, service mark, trade dress, copyright, patent, right of privacy, right of publicity, name, likeness, or any other potential intellectual property right, whether arising under common law or statute, arising out of BBBI's approved use of any materials provided by Bowling Center to BBBI, including without limitation, any products, advertisements, labels, configurations, point of purchase displays, creative assets, marketing materials, or other items, (f) Bowling Center's use or misuse of any Consumer Data collected, received or stored by Bowling Center pursuant to this Agreement, (g) BBBI's authorized use of any Consumer Data furnished to it by Bowling Center when used by BBBI in accordance with this Agreement; (h) any alleged failure by Bowling Center to fulfill any offer for goods or services strictly in accordance with the disclosed terms and all applicable federal, state, and local laws and regulations; (i) any claim that any offer by Bowling Center or any approved offer by BBBI on behalf of Bowling Center is false, deceptive, misleading, unfair, unsubstantiated, or otherwise in violation of any state or federal laws or regulations applicable to such advertising, including without limitation, laws relating to advertising, advertising to children, unfair trade practices, consumer protection, promotions, prize and gift notifications, sweepstakes, gift certificates or gift cards, rebates, premiums and other incentives; (j) any claim for state sales, use, or similar tax obligations of Bowling Center arising from the sale and subsequent redemption of any Offer ("Taxes"); (k) any claim by any local, state, provincial, territorial or federal governmental entity for unredeemed Offers or unredeemed cash values of any Offers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; . However, the above indemnification obligations will not apply to the extent that such Losses were caused solely by the negligence of BBBI.

### **2. BBBI Indemnification Obligations**

BBBI agrees to defend, indemnify and hold Bowling Center, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to reasonable attorney's fees and costs) arising out of or relating to any of the following (a) any breach by BBBI of this Agreement or the representations and warranties made herein; or (b) any infringement, misappropriation or other violation of any trademark or copyright of any third party arising out of Bowling Center's approved use of materials provided by BBBI as authorized pursuant to this Agreement. However, the above indemnification obligations will not apply to the extent that such Losses were caused solely by the negligence of Bowling Center.

### **3. Severability of Indemnification Obligation**

The obligation of either party to defend the other stated herein is hereby deemed a separate and distinct obligation, fully severable from any other duty stated herein.

## **7. Confidentiality**

Bowling Center and BBBI each agree to hold in strictest confidence any information and material that is related to either party's business or is designated as proprietary and confidential by the other party in connection with the transactions contemplated hereby. Each such party agrees not to make use of such designated information and material other than for the performance of these terms and conditions. Bowling Center agrees that the terms of this Agreement shall be confidential, and Bowling Center agrees to not disclose the terms described herein to any party (other than as required by applicable law).

## **8. Intellectual Property Rights**

Bowling Center agrees and acknowledges that BBBI owns all right, title, and interest in the BBBI Website, BBBI trademarks, and any software, technology or tools used by BBBI to promote, market, sell, generate, or distribute the promotional materials offered hereunder including the Offers (collectively the "BBBI IP"). Bowling Center shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the BBBI IP or any portion thereof, or use such BBBI IP as a component of or a base for goods or services prepared for commercial sale, sublicense, lease, access or distribution. Bowling Center shall not prepare any derivative work based on the BBBI IP. Bowling Center shall not translate, reverse engineer, decompile or disassemble the BBBI IP. BBBI hereby grants Bowling Center a non-exclusive, revocable, royalty-free, worldwide license and right to use, reproduce, display, distribute and transmit BBBI IP specified by BBBI solely for the purposes set forth in this Agreement during the Term.

Bowling Center grants to BBBI a non-exclusive, revocable, royalty-free, worldwide license to use, reproduce, display, distribute and transmit the Bowling Center's name, logo and any trademarks and any photographs, graphics, artwork, text and other content provided or specified by Bowling Center ("Bowling Center IP") in connection with the marketing, promotion, sale or distribution of any Offers, in any and all media, formats or platforms in which such Offers are

marketed, promoted, transmitted, sold, or distributed, including but not limited to on the BBBI Website.

## **9. Customer Data Restrictions**

“Customer Data” means any and all identifiable information about individual customers including, but not limited to, names, addresses, e-mail addresses, phone numbers, and customer preferences, generated or collected by BBBI at any time or collected or received by Bowling Center pursuant to this Agreement. Bowling Center expressly agrees that Customer Data is being provided to Bowling Center hereunder in order to enable it to promote the business of the Bowling Center as well as to fulfill Offers pursuant to this Agreement. Bowling Center represents, warrants and covenants that (a) it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose whatsoever, (b) it will not copy or reproduce or use any Customer Data for any purposes inconsistent with this Agreement, (c) it will not use the Customer Data to enhance any third party data, regardless of the source of such other data, (d) it will implement and follow reasonable security measures to protect the privacy of Customer Data, and (e) any third party engaged by Bowling Center to assist it in performing its obligations hereunder will be contractually obligated to adhere to these Customer Data Restrictions.

For purposes of this Agreement, the restrictions set forth herein on Bowling Center’s use of Customer Data do not apply to: (a) data from any customer who is already a customer of Bowling Center prior to the effective date of this Agreement, to the extent such data was previously provided to Bowling Center by such customer independent of this Agreement or any transaction hereunder; or (b) data supplied by a customer directly to Bowling Center in the course of explicitly opting in to receive communications from Bowling Center solely to the extent that Customer Data is used by Bowling Center in accordance with the scope of the customer’s “opt-in”; provided that Bowling Center collects stores secures and uses such Customer Data in compliance with applicable laws and Bowling Center’s posted privacy policy in effect at the time the data Customer Data was collected and/or the “opt-in“ was received, as applicable.

## **10. Disclaimer of Warranties & Limitation of Liability**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BBBI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BBBI DOES NOT WARRANT OR GUARANTEE THAT ANY GOODS, SERVICES, PROGRAMS, FEATURES OR WEBSITE(S) OFFERED PURSUANT TO THIS AGREEMENT OR SHALL BE UNINTERRUPTED OR ERROR-FREE, OR WILL RESULT IN ANY REVENUE OR PROFIT FOR BOWLING CENTER.

BBBI SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA. WITHOUT LIMITING THE FOREGOING, BBBI WILL NOT BE LIABLE TO BOWLING CENTER FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID BY BOWLING CENTER UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **11. Termination**

### **1. Breach**

Notwithstanding any other provision hereof, in the event either party is in breach or default of any material term of this Agreement, and said breach or default continues without being remedied for thirty (30) days or more after the breaching party's receipt of written notice of such breach and the grounds therefor from the non-breaching party, the non-breaching party will have the right to terminate this Agreement immediately upon written notice to the breaching party without waiving any other rights or available remedies at law or in equity.

### **15. Insolvency**

In the event that either party (a) is dissolved (other than pursuant to a consolidation, merger or amalgamation), (b) becomes insolvent or is unable to pay its debts as they become due or admits its inability generally to pay its debts as they become due, (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (d) institutes or has instituted against it a proceeding or petition for insolvency or bankruptcy or the winding up or liquidation of its business, or (e) seeks or becomes subject to the appointment of a receiver, trustee or other similar official for it or for all or substantially all of its assets, the other party may immediately terminate this Agreement on written notice to such party.

### **16. With Prior Notice**

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party of the proposed date of termination.

## **12. Force Majeure**

Except as otherwise expressly provided herein, neither party shall be liable for any delay in performance (other than the payment of money) due to acts of civil or military authority, including courts and regulatory agencies, acts of God, war, riot or insurrection, inability to obtain required construction permits, blockades, embargoes, sabotages, epidemics, fires, floods, strikes,

lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, upon notice to the other party within five (5) days of occurrence of the event giving rise to the delay, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays and an equitable adjustment to BBBI's fees shall be provided. This shall constitute the sole remedy to either party in the event of such delays.

## **13. Miscellaneous**

### **1. Relationship of Parties**

The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

### **17. Non-Exclusiveness**

Nothing this Agreement shall be construed as restricting BBBI from performing the same or similar services on behalf of anyone other than Bowling Center or as restricting Bowling Center from entering into the same or similar agreements with other companies in the same or similar business as BBBI at any time during the duration of this Agreement.

### **18. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.

### **19. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent, except that BBBI may assign this Agreement upon the sale of all or substantially all of its assets. Any purported and unauthorized assignment of this Agreement shall be null and void.

### **20. Parties Bound**

This Agreement shall be binding upon the parties hereto and their respective successors, heirs, personal representatives and permitted assigns.

### **21. No Waiver**

Any waiver of either party's rights hereunder must be in writing. No waiver by either party of any breach or default of any of the provisions contained in this Agreement and required to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other provision.

## **22. Counterparts**

This Agreement may be executed by exchange of signature pages by facsimile and in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

## **23. Governing Law & Venue**

This Agreement is made under and shall be construed and enforced in accordance with the law of Florida applicable to agreements made and to be performed solely therein, without reference to its choice of law provisions. The parties expressly agree that, in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the state or federal courts of Collier County, Florida, and the parties shall submit to the exclusive and mandatory jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts

## **24. Attorney's Fees**

In connection with any legal proceeding brought to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing Party in such proceedings, including all appellate costs, expenses, and reasonable attorneys' and paralegals' fees incurred at any appellate level, in administrative proceedings, and/or in mediation or arbitration.

## **25. Headings**

Headings in this Agreement are for reference only.

## **26. Third Party Beneficiaries**

There are no intended or unintended third party beneficiaries to this Agreement.

## **27. Severability**

If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

## **28. Notice**

Any notice required to be made or given hereunder shall be in writing and shall be deemed to have been made or given when any such notice is delivered by recognized overnight delivery service or on the date received by registered or certified mail, return receipt requested, to Bowling Center at the address provided at the time of registration and to BBBI at the address below, or to such other address as either party may specify in writing to the other:

Bowling Business Builders International

Attn: Bruce Davis, President

1850 San Marco Road, Suite A

Marco Island, FL 34145

## **29. Survival**

The Sections entitled “Indemnification,” “Confidentiality,” “Intellectual Property Rights,” “Customer Data Restrictions,” “Disclaimer of Warranties & Limitation of Liability,” “Disputes,” “Severability,” and “Survival” shall survive the termination of this Agreement.