



## User Agreement

**GolfSat** – The National Golf Foundation (“NGF”) has created a proprietary customer satisfaction survey program for resort, daily fee and municipal golf courses known as NGF’s “**GolfSat**” program. The following User Agreement sets forth the terms and conditions under which your golf course referred to herein as “You” or “Your” may participate in the program.

**The GolfSat Program:** By participating in the **GolfSat** program You will receive the results of NGF’s electronic survey of Your customers that will enable You to accomplish the following evaluations:

- **Benchmarking:** Compare Your customer satisfaction rating to other similar facilities based on NGF’s database of over 565,000 customer surveys at over 840 golf courses.
- **Satisfaction measures and factors:** Measure Your customers’ overall satisfaction, likelihood to recommend Your course to others, Your customers’ satisfaction with specific factors such as conditions, pace of play, etc.
- **Competition:** Identify where Your customers are playing when they are not at Your course.
- **Verbatim comments:** Read what customers have to say about their experience at Your golf course.
- **Easy to understand reports:** Automatically generated reports, which can be filtered by specific customer segments.

**Program Delivery** – As a **GolfSat** program participant, NGF will provide You with a unique web-link to an NGF created survey about Your course, together with specific login credentials to an NGF password protected website at which you may view the survey results. Customizable components of **GolfSat** survey instrument about Your course include the survey incentive offered to golfers to incentivize them to complete the survey, the customer segment question, and the mileage ring of competing facilities. You will receive a User’s Guide showing You how to get started, and how to create and conduct a successful **GolfSat** survey. You are responsible for the distribution and promotion of the **GolfSat** survey to Your customers, incentive fulfillment, and accessing Your **GolfSat** survey results.

**Use of the Sites** - You expressly agree that Your use of the **GolfSat** program and the survey results associated with the **GolfSat** program is at Your sole risk and that the **GolfSat** survey instrument and survey results may not be current, complete, uninterrupted, accurate or error-free. NGF does not make any representation or warranty regarding the use, validity, security, accuracy, currency, completeness, or reliability of the content accessible to You by reason of Your participation in the **GolfSat** program, or the benefits to Your business that may result from Your participation in the **GolfSat** program, and does not assume any liability or responsibility for any errors or omissions in the **GolfSat** survey, survey results, or any actions that You take, or do not take, in reliance upon the materials.

**Ownership & License** – You acknowledge and agree that NGF claims ownership of all intellectual property rights in and to the **GolfSat** software application, the **GolfSat** survey instrument, as well as to the **GolfSat** trademarks (the “NGF Intellectual Property”). You will not contest NGF’s ownership claims to the NGF Intellectual Property, nor assist others in doing so. You agree not to alter, modify or adapt the NGF Intellectual Property for any purpose, including but not limited to translating, decompiling, reverse engineering, disassembling, or creating derivative works based upon the **GolfSat** software. NGF agrees that You shall own all right title and interest in and to the **GolfSat** survey results pertaining to Your course (“Your Results”). Notwithstanding the foregoing, You grant to NGF a non-exclusive, royalty-free, perpetual license to use Your Results in aggregate form for the purpose of providing other **GolfSat** participating courses with aggregate information for the purposes identified in the **GolfSat** Program paragraph set forth above.

**Term & Participation Fees** - This Agreement shall commence upon the date NGF receives a copy of this Agreement signed by Your authorized representative and Your payment of \$395 for each of Your participating golf courses (the “Effective Date”). The Term of the Agreement shall be twelve (12) months from the Effective Date and You may use the program on an unlimited basis during the Term.

**Confidentiality** –The parties acknowledge that all **GolfSat** program survey results, including customer responses and course level results, are confidential information (“Confidential Information”) of both parties subject to the Ownership and License paragraph set forth above. Each party shall use commercially reasonable measures to protect the Confidential Information from unauthorized access by third parties using measures at least as rigorous as each party uses to protect its own confidential information.

**Communications with Survey Respondents** - Your survey respondents will have the ability to opt-in to future communications from your third party partners and affiliates including the NGF. This “opt in” election is a default setting on the **GolfSat** survey instrument, which the survey respondent must de-activate if the respondent does not wish to receive such communications. The **GolfSat** survey includes in the footer on each page a link to a Privacy Policy that details what information is collected from Your survey respondents, how NGF uses or shares this information, and how such information is maintained and protected from unauthorized access by third parties.

**Indemnification** - You will defend, indemnify and hold harmless the NGF and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (including, but not limited to, attorneys’ fees and litigation costs and expenses at trial or on appeal) arising from or relating to Your use of the **GolfSat** program and survey results, or Your breach or violation of this Agreement.

**Governing Law** - The interpretation and enforcement of this Agreement will be governed by the Laws of the State of Florida.

**AGREED AND ACCEPTED:**

Golf Course / Company / Municipality Name: \_\_\_\_\_ # of Facilities Licensed: \_\_\_\_\_ (If 2+, please attach list)

Signature: \_\_\_\_\_ Name & Title \_\_\_\_\_ Date: \_\_\_\_\_

**NATIONAL GOLF FOUNDATION CONSULTING, INC.**

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