

OGTSS PAYMENT TRANSACTION MINIMUM AGREEMENT

For Golf Courses and Golf Clubs Using Stripe and/or Square Payment Options

Golf Course / Club: _____

Agreement Year: _____

Authorized Representative: _____

Effective Date: _____

Email / Phone: _____

OGTSS Account/User: _____

1. Purpose

This Agreement establishes the minimum annual Successful Payment Transaction commitment that applies when a golf course or golf club enables payment processing through the Online Golf Tournament Scoring System (OGTSS) using Stripe, Square, or a combination of both payment providers.

2. Full Access OGTSS Account

During the applicable Agreement Year, the Golf Course / Club will receive a full-access account for use of the OGTSS Online Golf Tournament Scoring System application, subject to the terms of this Agreement.

3. Minimum Successful Payment Transaction Commitment

The Golf Course / Club agrees to generate a minimum of **fifty (50) Successful Payment Transactions** through OGTSS during the applicable Agreement Year.

4. Definition of a Successful Payment Transaction

A “Successful Payment Transaction” means a payment initiated through OGTSS and confirmed by Stripe or Square as successfully completed or paid.

Failed, canceled, incomplete, voided, fully refunded, or charged-back transactions do not count toward the minimum.

Successful Payment Transactions processed through Stripe and Square will be combined when determining the total number of Successful Payment Transactions for the Agreement Year.

5. October 1 Measurement Date

On October 1 of the applicable Agreement Year, OGTSS will determine the total number of Successful Payment Transactions credited to the Golf Course / Club.

If the Golf Course / Club has completed at least **fifty (50) Successful Payment Transactions** by October 1, no minimum-transaction shortfall charge will be due for that Agreement Year.

6. Shortfall Billing if the 50-Transaction Minimum Is Not Met

If fewer than **fifty (50) Successful Payment Transactions** have been completed by October 1, the Golf Course / Club agrees to pay a shortfall charge based on the difference between the required fifty (50) Successful Payment Transactions and the actual number of Successful Payment Transactions completed as of October 1.

SHORTFALL FORMULA

Billable Shortfall Transactions = 50 – Actual Successful Payment Transactions as of October 1

Shortfall Amount Due = Billable Shortfall Transactions × Applicable OGTSS Per-Transaction Fee

Example

If the Golf Course / Club completes 40 Successful Payment Transactions as of October 1:

$50 - 40 = 10$ Billable Shortfall Transactions

$10 \times \$8.00 = \$80.00$ Shortfall Amount Due

7. Billing Date and Payment

Any shortfall amount due under this Agreement will be invoiced on **October 31** of the applicable Agreement Year.

The shortfall charge is separate from any transaction fees already charged or earned on actual Successful Payment Transactions.

Payment of the October 31 invoice will be due according to the payment terms shown on the invoice.

8. Acknowledgment of 50-Transaction Minimum

The Golf Course / Club acknowledges that **fifty (50) Successful Payment Transactions** is the minimum annual usage requirement under this Agreement.

If at least fifty (50) Successful Payment Transactions have been completed as of October 1, no shortfall charge will be due.

If fewer than fifty (50) Successful Payment Transactions have been completed as of October 1, the Golf Course / Club will be responsible for the difference between fifty (50) transactions and the actual number of Successful Payment Transactions completed, multiplied by the applicable OGTSS Per-Transaction Fee.

9. Authorization and Acceptance

By signing below, or by electronically accepting these terms when enabling Stripe or Square payment functionality within OGTSS, the Golf Course / Club acknowledges that it has read, understands, and agrees to the minimum transaction commitment and shortfall billing terms stated in this Agreement.

Golf Course / Club Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Cipher Station LLC Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Applicable OGTSS Per-Transaction Fee: \$8.00

Agreement Year: _____