

PONO REZ ACCESS END USER AGREEMENT

THIS ACCESS END USER AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 201__ (the "Effective Date") by and between the not for profit Activities & Attractions Association of Hawaii, dba A3H ("Association") and _____ ("User"), a Hawaii registered business and licensed activity desk user. Association's members who provide the activities ("Supplier") and use Association's industry web-based reservation system (which includes the software and is referred as Pono Rez or the "System"), have entered into separate agreements with User, and for purposes of this Agreement are included within the definition of Association.

RECITALS

A. Association owns the System.

B. Supplier desires to grant User access to the System solely in accordance with the terms and on the conditions set forth in this Agreement and other contracts which may exist between Supplier and User regarding the sales of their products.

NOW, THEREFORE, the parties hereto agree as follows:

1. ACCESS: Association will provide one Administrator with User with a username and password. It is the sole responsibility of this Administrator to issue additional lower level users to the system. In the initial set up, Association Administration may assist if requested. Upon job termination or a change in responsibilities, it is the sole responsibility of the Administrator to deactivate or modify access for said lower level users.

2. RESPONSIBILITIES: User will be held financially responsible for all bookings made as per the parties' sales agreements through the System.

3. MODIFICATIONS: User is encouraged to suggest that Association incorporate certain features, enhancements or modifications into the System. Association may, in its sole discretion, timely undertake to incorporate such changes and distribute the System so modified to all or any users.

4. LICENSE FEES: There is no fee associated with the use of the System. The increased effectiveness, efficiencies and accuracies provide sufficient benefit.

5. PROTECTION OF SOFTWARE. Proprietary Notices. User agrees to respect and not to alter the System in a manner other than specified in herein or as authorized by Association. No Reverse Engineering. User agrees not to hack, modify, reverse engineer, disassemble, or decompile the System, or any portion thereof.

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Association represents and warrants that it fully owns the System and is authorized to license it to User. To the best of Association's knowledge and belief, the System is virus-free and will not in any way erase, disable or otherwise harm User's equipment, data or other software, is fully in compliance with any and all third party intellectual property rights and laws, rules and regulations, is loaded with the most recent updates and enhancements, and will fully perform as represented to User. Association will use all reasonable commercial efforts to provide timely and professional support and maintenance to and for the System.

6. **INDEMNIFY:** User shall indemnify and hold harmless Association, its officers, agents and employees from and against any claims, demands, losses or causes of action, including without limitation, those arising on account of User's modification or enhancement of the System (unless authorized by Association or as provided herein) and for any breach by User of this Agreement. Association shall indemnify and hold harmless User, its officers, agents and employees from and against any claims, demands, losses or causes of action, including without limitation, those arising out of Association's breach under this Agreement.

7. **NONASSIGNABILITY.** User shall not assign this Agreement or its rights hereunder without the prior written timely and reasonable consent of Association.

8. **GOVERNING LAW; JURISDICTION AND VENUE.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Hawaii. The Hawaii state courts of County, Maui (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Hawaii) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and User hereby consents to the jurisdiction of such courts.

9. **SEVERABILITY.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. **MISCELLANEOUS.** This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Association: Activity & Attractions Association of Hawaii, dba A3H

By Toni Marie Davis
Title Executive Director

User: _____

By :
Title: