

THIS ACCESS END USER AGREEMENT ("Agreement") by and between the operational Management company, Kula Software Systems, Inc., dba PONOREZ ("PONOREZ") whose mailing address is PO Box 1614, Makawao, Hawaii 96768 and _____ ("User") whose mailing address is _____, shall commence on _____ ("EFFECTIVE DATE"). Association's members ("Supplier") who provide the activities and use Association's industry owned web-based reservation system (which includes the software and is referred as PONOREZ or the "System"), have entered into separate agreements with User, and for purposes of this Agreement are included within the definition of PONOREZ. As of the effective date, this AGREEMENT supersedes all prior agreements, whether written or oral, between the parties concerning the subject matter hereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. Software License

- a. PONOREZ 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.

2. ACCESS

- a. PONOREZ 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, PONOREZ 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.

3. RESPONSIBILITIES

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

4. MODIFICATIONS

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

5. LICENSE FEES

- i. There is no fee associated with the use of the System. The increased effectiveness, efficiencies, and accuracies provide sufficient benefit.

6. PROTECTION OF SOFTWARE

- a. Proprietary Notices. User agrees to respect and not to alter the System in a manner other than specified in herein or as authorized by PONOREZ. No Reverse Engineering. User agrees not to hack, modify, reverse engineer, disassemble, or decompile the System, or any portion thereof.
- b. PONOREZ 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 payment card industry standards 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. PONOREZ will use all reasonable commercial efforts to provide timely and professional support and maintenance to and for the System.

7. INDEMNIFY

- a. User shall indemnify and hold harmless PONOREZ, 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 PONOREZ or as provided herein) and for any breach by User of this Agreement. PONOREZ 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.

8. NONASSIGNABILITY

- a. User shall not assign this Agreement or its rights hereunder without the prior written timely and reasonable consent of PONOREZ.

9. GOVERNING LAW; JURISDICTION AND VENUE

- a. 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.

10. SEVERABILITY

- a. 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.

11. CONFIDENTIALITY

- a. For purposes of this Agreement, “Confidential Information” shall include all non-public information concerning the Disclosing Party and the business in which it is engaged, which information is confidential to the Disclosing Party and which is the property of Disclosing Party, including, without limitation, member and vendor names, addresses, telephone numbers, e-mail addresses, internet information, and other contact information, contracts, research, projections, and reports (herein referred to as the “Confidential Information”). To the extent practical, if the Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. However, the Receiving Party shall still be required to protect any information that is reasonably known to be Confidential Information, notwithstanding the fact that the Disclosing Party may not have actually labeled any such information as being Confidential Information.

12. OBLIGATION OF USER

- a. User shall retain access to information while actively using System. User shall return to PONOREZ any and all records, notes, and other written, printed, or tangible materials, and shall destroy or delete from its systems all intangible information including, without limitation, electronic data and programs, in its possession pertaining to the Confidential Information immediately upon the termination of the relationship between User and PONOREZ or if PONOREZ otherwise so requests in writing.

13. MISCELLANEOUS

- a. 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.

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

PONOREZ:

Signature: _____

By: _____

Title: Kula Software Systems, Inc. DBA: PONOREZ Representative

User: _____ (Legal Business Name)

Signature: _____

By: _____ (print representative's name)

Title: _____ (Corporate Officer Required)

Phone: _____

Email: _____

Address: _____

Accountant Name: _____

Accountant Phone: _____ Email: _____