

BLUE HORSE ENTRIES' STANDARD TERMS

Blue Horse Entries, LLC ("Blue Horse Entries"), and Organizer hereby agree to the following (referred to as "Standard Terms" or "Agreement"):

1. Parties' Obligations. (a) Blue Horse Entries' Obligations. Blue Horse Entries will provide Organizer with (i) access to its website located at bluehorseentries.com (the "website"), (ii) online marketing and registration services and the collection of entry fees from participants, or (iii) other services as subsequently agreed in writing by the parties (collectively, the "Services"). Blue Horse Entries' obligations, however, will in all circumstances be limited to its Services; Blue Horse Entries shall have no obligation whatsoever to provide event amenities, support, or other services at Organizer's events to Organizer or to participants in Organizer's events.

(b) Organizer's Obligations. In exchange, Organizer agrees to pay compensation to Blue Horse Entries in accordance with the terms of Section 2 of these Standard Terms. Organizer further agrees to provide to Blue Horse Entries all information requested by Blue Horse Entries from time to time for the purpose of administering Organizer's account or otherwise providing Services to Organizer. In order for Blue Horse Entries to deposit fees collected on behalf of Organizer, and in order for Organizer to pay fees that may be due to Blue Horse Entries from time to time, the Organizer agrees that, as part of the setup process, it will (i) connect with Stripe (or any future vendor selected by Blue Horse Entries) for receipt of fees, and (ii) provide a valid credit/debit card for payment of fees to Blue Horse Entries. The Organizer may change this information at any time and shall at all times provide current and accurate information by updating such information through the website and/or by providing written notice to Blue Horse Entries via email at organizeragreement@bluehorseentries.com, as appropriate.

(c) Exclusivity. In the event Organizer selects a pricing option in which Blue Horse Entries is to serve as the exclusive provider of the Services to Organizer, Organizer agrees that, without the prior written consent of Blue Horse Entries, Blue Horse Entries will serve as the exclusive provider of such Services, that Organizer will not perform any such Services itself, and that Organizer will not use any other provider for any such Services. In the event Organizer breaches its obligation under this subsection, such breach will be an Event of Default under Section 7 of these Standard Terms and, in addition to all other remedies available to Blue Horse Entries, Organizer will pay Blue Horse Entries an amount equal to the then-current non-exclusive listing fee charged by Blue Horse Entries for the same selected Services. When possible, Blue Horse Entries is permitted and Organizer agrees to allow Blue Horse Entries to charge the then-current non-exclusive listing fee to Organizer's credit card without prior notice in the event Blue Horse Entries determines in good faith that Organizer's exclusivity obligation has been breached.

2. Compensation. (a) Amount. In consideration for the Services, Organizer agrees to pay Blue Horse Entries the fees set forth in the attached fee schedule or as otherwise agreed in writing by the parties.

(b) Payment. If payment is required under this Agreement for the Services selected by Organizer, such payment must be made in advance of Blue Horse Entries' provision of Services. Blue Horse Entries reserves the right, in its sole discretion, to discontinue the provision of, or withhold delivery of, the Services until Organizer has paid in full all charges owed to Blue Horse Entries.

(c) Customer Payments, Handling Fees, and Customer Service. Organizer understands and agrees that the payment processor designated by Blue Horse Entries for entry fees and other customer payments ("Customer Payments") will deduct any applicable handling fees due to Blue Horse Entries from the Customer Payments received on Organizer's behalf and pay such handling fees directly to Blue Horse Entries, which such handling fees shall not be refundable. As between Blue Horse Entries and Organizer, Organizer bears full and sole responsibility for: (i) any other desired deductions from Customer Payments; (ii) compliance with all tax and other legal obligations associated with Customer Payments; and (iii) all customer service matters related to Customer Payments, including without limitation handling all complaints, chargebacks, and refunds. Organizer's legal rights and obligations regarding the processing of Customer Payments and Organizer's receipt of such payments (apart from Blue Horse Entries' handling fees) will be governed solely by Organizer's agreement with the payment processor.

3. Advertising and Use of Information. Organizer agrees that Blue Horse Entries will have the right and license to advertise, promote, and otherwise provide information to the public regarding Organizer's events, including without limitation the right to provide information deemed appropriate for such purposes by Blue Horse Entries in its sole discretion regarding Organizer, Organizer's events, and participants in Organizer's events.

Organizer further agrees that Blue Horse Entries may, in its sole discretion, advertise, promote, and otherwise provide information to the public regarding events organized by other persons or entities, including without limitation events on the same date(s) and that may be viewed as in competition with Organizer's events and/or Organizer. Blue Horse Entries may also, in its sole discretion, advertise, promote, and otherwise provide information to the public regarding other third party products and services without any obligation to Organizer. Any personally identifiable information regarding Organizer and/or participants in Organizer's events that is collected or acquired by Blue Horse Entries may be used by Blue Horse Entries for all other purposes to the extent permitted by Blue Horse Entries' Privacy Policy set forth on its website at bluehorseentries.com/privacypolicy.

4. Independent Contractor. Blue Horse Entries is an independent contractor of Organizer. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Blue Horse Entries will provide Services under the general direction of Organizer, but Blue Horse Entries will determine, in Blue Horse Entries' sole discretion, the manner and means by which the Services are accomplished. Blue Horse Entries is permitted, in its sole discretion, to engage and/or use third parties as independent contractors in connection the Services.

5. Representations and Warranties. Organizer and Blue Horse Entries respectively represent and warrant to each other that each is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and the performance of their respective obligations under the Agreement will not violate any agreement between Organizer or Blue Horse Entries and any other person, firm or organization or any law or governmental regulation. Organizer represents and warrants to Blue Horse Entries that Organizer owns all right, title, and interest in, or otherwise has full right and authority to permit the use of, any content Organizer provides to Blue Horse Entries (such as text, images, or video content) to utilize in the Services under this Agreement and that, to the best of Organizer's knowledge, the content Organizer provides to Blue Horse Entries to utilize under this Agreement does not infringe the rights of any third party. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, BLUE HORSE ENTRIES MAKES NO WARRANTIES WHATSOEVER. THE SERVICES OF BLUE HORSE ENTRIES ARE SOLD "AS IS." BLUE HORSE ENTRIES EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT. BLUE HORSE ENTRIES EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF ANY KIND RELATED TO TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR INTEGRATION.

6. Limitations of Liabilities. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLUE HORSE ENTRIES, ITS OWNERS, OR ITS EMPLOYEES, BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT, EVEN IF BLUE HORSE ENTRIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLUE HORSE ENTRIES' TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES OF EVERY KIND AND TYPE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE LESSER OF (1) THE TOTAL AGGREGATE AMOUNT PAID BY ORGANIZER TO BLUE HORSE ENTRIES UNDER THIS AGREEMENT OR (2) ONE THOUSAND DOLLARS (\$1,000.00).

7. Termination and Default. Unless terminated in accordance with this

section, this Agreement shall have a term of one (1) year, which term shall automatically renew annually upon the anniversary of the Agreement. The Agreement may be terminated by either party at any time for any reason, with or without cause, by giving thirty (30) days written notice of termination. In the event Organizer provides notice of termination of this Agreement, Blue Horse Entries may, in its sole discretion, discontinue providing Services to Organizer immediately upon learning of such notice or upon any Event of Default. The following events will be considered an "Event of Default": (i) any representation or warranty of Organizer in this Agreement proves to be incorrect; (ii) Organizer becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (iii) Organizer fails to observe or perform any of its obligations hereunder for ten (10) days after receipt by Organizer of notice of such failure from Blue Horse Entries; (v) Organizer fails to reasonably cooperate and/or communicate with Blue Horse Entries regarding the Services; and (v) Organizer breaches any material term of this Agreement, including without limitation any obligation of Organizer set forth in these Standard Terms.

8. Indemnification. Organizer agrees to indemnify, save and hold harmless Blue Horse Entries from any and all damages, liabilities, costs, losses or expenses sustained by Blue Horse Entries arising out of any claim, demand, or action by a third party arising out of: (i) any breach of Organizer's responsibilities or obligations, representations or warranties under this Agreement; (ii) any injuries, accidents, or other harm incurred by persons participating in or attending Organizer's event; and/or (iii) any claims arising from Organizer's representations, statements, or other communications to participants in its events or to the public regarding Organizer's event, Blue Horse Entries, or other matters related in any manner to this Agreement. Organizer will reimburse all out-of-pocket expenses, including all legal expenses, incurred by Blue Horse Entries in connection with such matters.

9. Internet Connection Required. Organizer agrees to have and maintain an internet connection, and all necessary computer devices and other equipment, sufficient in all respects to perform its obligations herein and to allow Blue Horse Entries to provide the Services to Organizer and otherwise perform its obligations herein.

10. General Provisions. (a) Full Agreement and Integration. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, written or oral.

(b) Authorization. The person agreeing to abide by and be bound to these Standard Terms on behalf of Organizer represents that he/she has been duly authorized on behalf of Organizer.

(c) Modification of Standard Terms. These Standard Terms may change or be updated from time to time by Blue Horse Entries. Organizer agrees to access and review the then-current version of this Agreement (available at bluehorseentries.com/organizersagreement/standardterms) in advance of each event for which Services will be provided by Blue Horse Entries under the Agreement. The then-current version of the Agreement at the time of each event will govern the parties' rights and obligations for such event (with the exception that an Organizer shall not be due nor neither shall owe any amount as the result of a change in fees as outlined in these Standard Terms occurring after Organizer's acceptance).

(d) Notices. All notices, requests, claims, and other communications hereunder will be in writing to the postal mail or electronic mail address for the respective party. Such notices may be given (i) by delivery in person, (ii) by first class, registered or certified postal mail, postage prepaid, or (iii) electronic mail transmission. Notices so given will be effective: (i) upon actual receipt; (ii) within one (1) day of in person delivery or electronic mail transmission; or (iii) within three (3) days of postal mailing, whichever occurs first.

(e) No Assignment. This Agreement will not be assigned by Organizer without the prior written consent of Blue Horse Entries. Any assignment by Organizer in violation of this provision is voidable by Blue Horse Entries. Any allowed assignment of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Blue Horse Entries may assign this Agreement and/or any right or obligation of

this Agreement, by operation of law or otherwise without prior written consent of Organizer.

(f) No Waiver of Rights. A failure or delay in exercising any right, power, or privilege under this Agreement will not operate as a waiver, and a single or partial exercise of any right, power, or privilege will not preclude any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

(g) Further Assurances. The parties will execute further documents and take any and all further actions as may be necessary to implement and carry out the intent of this Agreement.

(h) No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties hereto.

(i) Jurisdiction. Each party agrees to personal jurisdiction in any action brought in any court, federal or state, within Fayette County, Kentucky, having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in Fayette County, Kentucky. Each party waives any objection to venue and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

(j) Governing Law. This Agreement and the relations of the Parties will be governed, construed, and enforced in accordance with the applicable laws of the United States and the Commonwealth of Kentucky, without regard to any conflict of laws rules.

(k) Waiver of Right to Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.

(l) Headings. The numbering and captions of the various sections are solely for convenience and reference only and will not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor will such headings otherwise be given any legal effect.

(m) Neutral Construction and Joint Drafting. This Agreement will be deemed to have been drafted by both parties and, in the event of a dispute, will not be construed against either party.

(n) Severability. To the extent that any provision of this Agreement is adjudicated to be invalid or unenforceable, that provision will not be void but rather will be limited only to the extent required by applicable law and enforced as so limited. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

(o) Force Majeure. Blue Horse Entries will not be deemed in breach of this Agreement if Blue Horse Entries is unable to complete the Services or any portion thereof by reason of internet connectivity or server outages or other difficulties, fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of an employee, agent, or officer of Blue Horse Entries or any local, state, federal, national or international law, order, or regulation, or any other event beyond Blue Horse Entries' control.

(p) Attorneys' Fees. In the event Blue Horse Entries is the prevailing party in any litigation or arbitration arising from or related to this Agreement or the relationship of the parties, Blue Horse Entries shall be entitled to recover from Organizer all its reasonable costs and attorneys' fees associated therewith.

(q) Confidentiality. Organizer agrees to maintain in confidence the terms of this Agreement, including without limitation any pricing terms and options provided to Organizer.

(r) Compliance with Laws. Organizer agrees to comply with all applicable laws, rules, regulations, and orders of the United States and any other state or country with jurisdiction over Company or Company's activities in performance of its obligations under this Agreement and in its conduct and performance of any its events for which Blue Horse Entries provides Services.

(s) Website Terms and Conditions. While using Blue Horse Entries' website, Organizer agrees to comply with all terms of the website's then-applicable terms and conditions. In the event of any inconsistency between this Agreement and the website's terms and conditions, the terms of this Agreement shall control.

Fee Schedule

As of January 16, 2016

	Clinics	CT, J, D only	MT, HT only	Handling Fee
	Listing Fee paid by Organizer	Listing Fee paid by Organizer	Listing Fee paid by Organizer	Paid by rider, per entry
Pricing Option 1	\$80.00	\$160.00	\$240.00	NA
Pricing Option 2	\$80.00	\$160.00	\$240.00	\$3.99
Pricing Option 3	Waived	Waived	Waived	\$3.99
Pricing Option 4	\$120.00	\$240.00	\$360.00	Waived

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CT – Combined Test

J – Jumping

D – Dressage

MT – Mini Trial

HT – Horse Trial

Pricing Option 1 – Organizer pays for listing; Blue Horse Entries does not process any entries

Pricing Option 2 -- Organizer pays for listing; Blue Horse Entries processes some entries

Pricing Option 3 -- Organizer listing fee is waived; Blue Horse Entries exclusively processes all entries

Pricing Option 4 -- Organizer pays premium listing fee; Blue Horse Entries exclusively processes all entries but waives Handling Fee