

EXTU INCENTIVE SOLUTION SERVICE AGREEMENT

THIS EXTU INCENTIVE SOLUTION AGREEMENT (“ISA”) GOVERNS YOUR USE OF OUR EXTU INCENTIVE SOLUTION PRODUCT AND SERVICE. THIS AGREEMENT IS BETWEEN YOU AND EXTU, INC., LOCATED AT 4170 ASHFORD DUNWOODY ROAD, STE 250, ATLANTA, GA 30319, UNITED STATES OF AMERICA.

IF YOU PURCHASE SERVICES FROM US, YOUR PURCHASE AND ONGOING USE OF THOSE PURCHASED SERVICES WILL BE GOVERNED BY OUR [MASTER SERVICE AGREEMENT](#) (“MSA”), AND YOU HEREBY AGREE TO SUCH MASTER SERVICES AGREEMENT.

BY ACCEPTING THIS ISA, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM OR A STATEMENT OF WORK THAT REFERENCES THIS ISA, YOU AGREE TO THE TERMS OF THIS ISA. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS ISA AND MAY NOT USE THE SERVICES.

1. Definitions

All capitalized and defined terms shall have the meaning prescribed to them in this Section 1, unless the term is defined separately in this ISA. If the term is separately defined in another Section, that definition shall govern the term’s use throughout that Section, unless otherwise stated. Should there be any inconsistency between the definition prescribed in this Section 1 and a definition provided elsewhere in this ISA, the definition provided to that term in subsequent sections of this ISA shall govern the term’s use in that particular section; however, the term’s use in other sections shall be given the meaning prescribed in this Section 1. All definitions shall again be defined in-line where relevant.

Extu Incentive Solution® – A web-based incentive program which manages the rewarding and redemption of Points to be spent in the Online Catalog, along with the administration, implementation, delivery, and monitoring of said web program.

Online Catalog – The online, real-time, interactive, catalog of various goods and services made for “purchase” for the Participants in exchange for Points.

Participant(s) – shall include any and all entities, person, business partners, or individuals who are end-users of Your incentive or loyalty rewards program.

Points – the units of measurement meant to detail the value of the Sponsor’s investment in the Participant.

Point Bank – A specified account wherein Points are stored after purchase by the Sponsor until redeemed by the Participants.

Provider, We, Us, Our – Means Extu, Inc., a Georgia corporation located at 4170 Ashford Dunwoody Rd., Ste. 250, Atlanta, GA 30319.

Sponsor, You, Your – means you, the individual accepting this ISA, and/or if applicable, the company or other legal entity for which You are accepting this ISA.

2. Description of Services and Fees

2.1 Extu Incentive Solution® Services. Provider shall provide to Sponsor a web-based incentive program whereby Participants (as defined above) are awarded points (“Points”) and may redeem points on an online and real time interactive point-based catalog of various goods and services (“Online Catalog”). Provider shall deliver to Sponsor a fully functional website for the administration, implementation, delivery, and monitoring of Sponsor’s incentive program, as more fully described in Statement of Work (hereinafter collectively the “Extu Incentive Solution® Services”).

2.2 Point Issuance and Usage. Sponsor is responsible for designating and identifying: (i) the person or persons that participate in Sponsor’s incentive or loyalty reward program (“Participant” or “Participants”); (ii) Participants’ assigned user passwords and the scope of each Participant’s permissible use; (iii) the cash value of the Points; (iv) how the Points are awarded and used; and (v) if the Points expire to the Participant. Point balances are maintained in a specified account (“Participant’s Point Bank”), where points can be increased by Sponsor, or reduced by Participant when redeeming Points. Participant must have sufficient points for the goods or services selected. Only authorized users may use the Extu Incentive Solution® Services and Sponsor must immediately notify Extu in the event of unauthorized use. All points allocated to a Participant’s Point Bank are non-refundable; however, Points may be transferred from one Participant’s Point Bank to another Participant’s Point Bank subject to the point transfer fee as specified in Statement of Work.

2.3 Participants’ Use of On-Line Catalog and Fulfillment. Participants must agree to the terms and conditions found on the Extu Incentive Solution® Services website prior to use. The terms and conditions may not be changed by Sponsor without prior written approval by Provider. Fulfillment of all goods and services in the Online Catalog are provided by third party suppliers (“Suppliers”). All return policies are governed by the Supplier’s standard return process, and may include return and/or restocking fees. Participants must make returns using the return process as specified within the Sponsor’s hosted website. Provider will credit a Participant’s Point Bank for a return after the Supplier has credited Provider for the return of the goods and/or services. All goods and services in the Online Catalog are subject to change. Products selected by Participants may include packaging slips that display the retail price of the

products and other information. Extu reserves the right to directly contact Participants for purposes in furtherance of providing the Services.

2.4 Setup, License and Development Fees and Invoices. Provider shall charge a setup/license fee as specified in the Statement of Work. The setup/license fee is deemed to be earned upon execution of the agreement and is not refundable. Any customization of the standard Extu Incentive Solution® Services after the initial program set-up will be quoted as additional development fees and reduced to a written supplemental amendment that is signed by both parties before the beginning of the development process. Invoices will be billed per the terms selected by Sponsor in the Statement of Work.

2.5 Cards. If Your Program includes the use of Pre-paid Debit Cards, please refer to the Debit Card Addendum (“DCA”) for additional terms and conditions of use. All terms and conditions in the DCA are hereby incorporated into this ISA for any such relevant Program.

3. Your Responsibilities

You shall (i) be responsible for Your compliance with this ISA and all activities occurring within or from your Account, (ii) be solely responsible for the accuracy, quality, integrity and legality of, and for the means by which You acquired Your Data, and Your use of the Extu Incentive Solution® Service, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Extu Incentive Solution®, and notify Us promptly of any such unauthorized access or use, and (iv) use the Extu Incentive Solution® Service only in accordance with applicable laws and government regulations.

You shall not (i) sell, resell, rent or lease the Extu Incentive Solution® Service, (ii) use the Extu Incentive Solution® Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Extu Incentive Solution® Service or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Service or Our systems or networks.

4. Term, Termination, and Assignment

4.1 Term. Unless otherwise stated in the SOW, this ISA commences on the date You accept it and continues for a period of 1 year. Unless notified in writing 30 days prior to the 1-year anniversary, Your Incentive Solution program will automatically renew for a consecutive 1-year term.

4.2 Termination for Cause. This ISA may be terminated for any of the following: (a) by the non-breaching party in the event of a breach of a material term of this ISA, provided that the non-breaching party has provided a demand to cure, the breach has not been cured within 15 business days of that demand, and a 30 days written notice to terminate following the failure to cure; (b) by Provider if Sponsor has failed to make payment upon any invoice within 15 days from the due date of the invoice; (c) by the filing of a petition for relief, or the commencement of involuntary proceedings, under Title 11, the U.S. Bankruptcy Code, the entry of judgment of

insolvency, appointment of a receiver or trustee, by the making of an assignment for the benefit of creditors.

Sponsor's termination or rejection of this ISA shall constitute a breach of any existing obligation provided under an on-going and enforceable Master Service Agreement and shall trigger those provision regarding damages and relief provided in the Master Service Agreement.

Upon termination of this ISA for any reason, including non-renewal, all licenses and rights granted herein will terminate, and each party will promptly return to the other party all confidential information of the other party.

All provisions of this ISA that by their nature are intended to survive the termination of this ISA shall so survive, including without limitation: Sections 2.2, 2.4, 4.2, 4.3 and 6.

4.3 Termination for Convenience. This ISA may be terminated for any or no reason without further obligation, except for compliance with any ongoing ISA, for which any obligations shall survive until the termination, for any reason, of that ISA. Such termination will be effective upon sixty (60) days' written notice.

4.4 Assignment. This ISA shall be binding and such benefits and obligations shall inure to the parties and their respective successors and assigns. The rights and obligations contained herein shall be assignable where such an assignment is necessitated by an acquisition, change of control, or as the result of an assignment between affiliate companies but only upon the assigning party providing written notice to the opposite party. The ISA may otherwise be assignable by either party upon written request to other and with such party's consent to such assignment; such consent shall not be unreasonably withheld or delayed.

5. Changes to Terms

We may make changes to this ISA from time to time. When these changes are made, We will make a new copy of the ISA available on this web page with a notation indicating the date on which this ISA was last updated. You understand and agree that if You use the Extu Incentive Solution® Service after the date on which this ISA has changed, Your use will signify Your acceptance of the updated ISA.

6. Additional Provisions.

6.1. Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder (other than its obligation to pay any sum), or be liable in damages or otherwise for any failure or delay in performance, for any event beyond its reasonable control, including without limitation; acts of God, third party acts or omission, failure of utility or telecommunications facilities, sabotage including computer worms and virus, any natural catastrophes or weather conditions, civil disturbance, accidents, delays of subcontractors or vendors, acts of government or any other cause which is beyond the reasonable control of the party affected.

6.2 Entire ISA; Amendment; Waiver; Invalidity. This ISA, together with any schedules, addenda and exhibits attached hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and shall supersede all prior understandings and agreements. This ISA may not be amended except by an instrument in writing signed on behalf of the parties. Any failure at any time of either party to enforce any provision of this ISA shall neither constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time. Neither party may assign this ISA except with the prior written consent of the other party, which shall not be unreasonably withheld, with the exception that either party may assign their rights to a third party who acquires a majority interest in that party without the prior consent of the other party. The invalidity or unenforceability of any provision of this ISA shall not affect the validity or enforceability of any other provisions, and all other provisions of this ISA shall remain in full force and effect.

6.3 Notices. All notices shall be in writing and delivered personally or by certified mail. Notices personally delivered shall be effective the day after delivered, notices sent by certified mail shall be effective 5 days from the date sent. Notices shall be sent to the addresses specified on the first page.

6.4 Governing Law, Jurisdiction and Venue. The validity, interpretation and performance of this ISA and its provisions will be governed by Georgia law. The parties hereby submit and waive any objections to the jurisdiction of any court sitting in DeKalb County, Georgia, for the adjudication of any and any dispute in any way relating to this ISA.

6.5 Counterparts. This ISA may be executed in one or more counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument.

6.6 Independent Contractor; No Third Party Beneficiary. Each party hereto is an independent contractor; neither party is the agent of the other.

6.7 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdiction in providing and using the Extu Incentive Solution® Service. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) it shall not access or use the Extu Incentive Solution® Service in violation of any U.S. export embargo, prohibition, or regulation.