

EXTU TRAVEL PROGRAM SERVICE AGREEMENT

THIS EXTU TRAVEL PROGRAM SERVICE AGREEMENT (“TPSA”) GOVERNS YOUR USE OF OUR EXTU TRAVEL PRODUCTS AND SERVICES. 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](https://extu.com/legal/master-services-agreement/) (“MSA”), AND YOU HEREBY AGREE TO SUCH MASTER SERVICES AGREEMENT.

BY ACCEPTING THIS TPSA, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM OR A STATEMENT OF WORK THAT REFERENCES THIS TPSA, YOU AGREE TO THE TERMS OF THIS TPSA. 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 TPSA 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 TPSA. 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 TPSA, the definition provided to that term in subsequent sections of this TPSA 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.

Accommodation, Hotel, Cruise, or Supplier – The 3rd Party vendor, resort, hotel, cruise line, or other service supplier with which Extu may work to execute Client’s specified Program.

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

Extu, We, Us, Our – Means Extu, Inc., (formerly Incentive Solutions, Inc.); Extu Tech, LLC; OneAffiniti, LLC; and/or their subsidiaries, affiliates, and/or partners, including but not limited to any party with whom Client has executed a Statement of Work as defined herein and any other entity, person, or individual later identified.

Master Account – A financial account funded by the Client and maintained by Extu from which all charges incurred during the Program are drawn against.

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

Program, Event, Trip – The domestic or international travel service provided by Extu to Client as defined in its specific Statement of Work.

Proposal – The financial breakdown of the Program finalized by agreement of the Parties, finalized prior to execution of this TPSA and any SOW.

Representative(s) (either “Authorized” or “Designated”) – An entity designated to represent Client on its behalf with respect to all interactions with third parties in relation and in furtherance of this TPSA.

Statement of Work (“SOW”) – Any and all subsequent agreements detailing the scope of the services to be performed by Extu and the mutual obligations between Extu, the Client and its subsidiaries, affiliates, officers, and agents.

2. General Terms and Responsibilities

2.1 **Designation of Representative.** The Client hereby designates Extu as its authorized representative to act on its behalf with respect to all communications, negotiations, and agreements with third parties related to this TPSA. This designation includes, but is not limited to, the authority to receive and respond to inquiries, execute documents, and take any other actions necessary to fulfill the Client's obligations and interests.

2.2 **Additional or Miscellaneous Charges.** Services, activities, or events which are not included in the Proposal may be arranged by Extu at the written request of the Client if reasonably practical and agreed to in writing by Extu. Such costs shall be added to the Master Account during the operation of the Program. Any such additional charges will be billed by Extu on a post-trip basis subject to a 20% service charge and will be paid by Client net 30 days from the invoice due date.

2.3 **Participant Individual Bills and Miscellaneous Charges.** All charges of any Participant which are not included in the Proposal and are not approved by Client for addition to the Master Account will be charged to such Participant's Incidental Account. Extu is not responsible for payment of any of these charges and advises Client that Hotel (or Cruise) operators can reserve the right to delay departure of individuals or the entire group until such time as all Participants have paid their amounts owing in full to the hotelier's (or cruiser's) satisfaction. Extu will employ commercially reasonable efforts to notify trip Participants of their responsibility to settle Incidental Accounts prior to departure.

3. Cancellation Policy

3.1 Except as otherwise provided, full Program cancellation by Client for any reason will result in a cancellation fee based as a percentage of any Extu Management Fee, as specified in the Proposal, according to the following schedule.

From Client's approval of Program to 181 days prior to departure	25%
180-91 days prior to departure	50%
Within 90 days prior to departure	100%

The Parties agree that none of the above is a penalty but is a reasonable estimate of the damages Extu will sustain if the Program is cancelled. Said payment is due thirty (30) days net following receipt of the invoice.

If Client's Program is cancelled as a result of an event beyond reasonable control of the parties that may include, but not limited to, acts of God, acts by government or other authorities, acts of terrorism, wars, civil disturbances, strikes of third parties, epidemics, or quarantines, so long as Client reschedules Program to run within a one (1) year period, commencing from the original date of proposed Program operation, and uses Extu's services, then client will be excused from the above Cancellation Fees.

For the purpose of this section, "pandemic" means a WHO-declared global pandemic (including, but not limited to, COVID-19) that, during the dates of the Program: (a) results in a travel ban into the city where the Program is located, or (b) does not allow the majority of the Group to travel to the location of the Program due to a travel ban in the city where the majority of the Group is located (in which case, the Force Majeure Event shall only excuse performance from those persons in the affected city), or (c) in Extu's determination, makes it impractical, impossible, or illegal for the Extu to continue the Program.

3.2 Fees - Other Suppliers. In the event of any cancellation for any reason by Client, Client may incur, in addition to the above-described fees, additional fees expended, or subsequently caused to be expended, by Extu or its agents due to Client's cancellation, including, but not limited to Hotel deposits, Hotel's own cancellation fees, promotional materials, administrative costs, or communication and site inspection costs.

4. Attrition Policy

Due to fixed costs of certain features within the Program Arrangements, Extu will re-quote to Client the price of the Program Arrangements if the number of Participants changes. Program Arrangements will be billed based on the actual number of Participants for the Program. Client will be responsible for the greater of 90% of the Extu management fee as specified in the Proposal, or the actual number of Participants times the per person management fee, also specified in the Proposal. It is understood that if the Program is cancelled, the attrition clause is not applicable. Attrition applies only to room number/estimated revenue reductions when the Program is not

cancelled in its entirety. If the Program is cancelled, the provisions of Section 3 above (“Cancellation Fees”) will apply.

“No Shows” will be charged 100% of the estimated room revenue for the dates of the program for the contracted room type (ex: single, double, triple, etc...). In case of changes in the room occupancy type (triple or double to single) even though the number of rooms is not decreased there will be a penalty equivalent to the lost revenue. Extu will charge the Master Account or the Incidental Account (in its discretion) for any participant who vacates a reserved room prior to the participant’s scheduled departure date, for the amount lost due to the early check out.

5. Term, Termination, and Assignment

5.1 **Term.** This TPSA shall expire at the completion of Client’s Program as designated in the relevant SOW.

5.2 **Termination for Cause.** This TPSA 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 TPSA, provided that the non-breaching party has provided a demand to cure and the breach has not been cured within 15 business days of that demand; (b) by Extu if Client 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.

5.3 **Assignment.** This TPSA 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 TPSA may otherwise be assignable by either party upon written request to the other and with such party’s consent to such assignment; such consent shall not be unreasonably withheld or delayed.

5.4 **Survivorship.** All provisions of this TPSA that by their nature are intended to survive the termination of this TPSA shall so survive, including without limitation, Sections 2.2, 2.3, 3, 5, and 6.

6. Additional Provisions

6.1 **Force Majeure.** In addition to the language provided in Section 3.1, 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 TPSA; Amendment; Waiver; Invalidity. This TPSA, 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 TPSA 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 TPSA 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 TPSA 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 TPSA shall not affect the validity or enforceability of any other provisions, and all other provisions of this TPSA 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. Both Parties agree that if electronic mail has been the usual form of communication, then electronic mail may suffice for notices as well.

6.4 Governing Law, Jurisdiction and Venue. The validity, interpretation and performance of this TPSA 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 TPSA.

6.5 Counterparts. This TPSA 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.

7. Changes to Terms

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