Abenity Program Agreement

In consideration of Abenity, Inc. ("Abenity") allowing the undersigned Participating Organization ("Participating Organization") to utilize a private perks and discount program ("Abenity Program") in exchange for program fees, Participating Organization hereby agrees to be governed by the following terms and conditions ("Agreement"):

1. Program Hosting & Support

Abenity will host and manage a private (members only) and branded Abenity Program on the internet ("Website App") and the associated iPhone and Android mobile applications ("Mobile App"). Hereinafter, the combination of the Website App and Mobile App may be referred to as "Abenity Apps". Participating Organization's Abenity Program will have the features of the Abenity Program Plan selected in Exhibit A, incorporated herein by reference. The Abenity Program will be branded with the Participating Organization's logo and will incorporate Participating Organization's custom program title and tagline. Participating Organization will receive prompt program support by emailing inquiries to clientsupport@abenity.com and Participating Organization's members will receive prompt program support by emailing inquiries to support@abenity.com.

2. Duration of Agreement: Effective Date, Term, and Termination

This Agreement shall be effective on the last signature date below ("Effective Date").

Participating Organization agrees to enter into a pilot period with Abenity lasting ninety (90) days from the Effective Date of this Agreement ("Pilot Period"). Participating Organization may notify Abenity in writing of its intent to discontinue its Abenity Program at any time during the Pilot Period. In such case, during the Pilot Period only, the Participating Organization's Abenity Program will be terminated immediately. If Participating Organization does not provide written notice to terminate its Abenity Program prior to the end date of the Pilot Period, then Participating Organization will automatically begin an active program term ("Active Program Term") lasting one (1) year from the end date of the Pilot Period. The Active Program Term will automatically renew each year on the first day of the initial Active Program Term ("Anniversary Date") for an additional term of one (1) year. Any Participating Organization which has been in operation for less than twenty-four (24) months will not receive a Pilot Period and will begin their Active Program Term of one (1) year on the Effective Date.

Abenity reserves the right to terminate Participating Organization's Abenity Program at any time, without cause, by providing thirty (30) days written notice to Participating Organization. Abenity may immediately terminate Participating Organization's Abenity Program for any of the following causes: (i) Participating Organization is under investigation for illegal use of the Abenity Program or for conducting business with a pyramid scheme or multi-level marketing business model that is not product-based and is solely leveraging the provided Abenity Program for sales; (ii) fraudulent activity; (iii) willful misconduct or negligence as it pertains to the Abenity Program or Abenity Apps; (iv) violation of this Agreement.

Participating Organization may terminate their Abenity Program on their Anniversary Date by providing written notice, with receipt acknowledged by Abenity, at least thirty (30) days prior to their Anniversary Date.

3. Program Fees

Fee Type: Following a ninety (90) day paid Pilot Period, which requires the initial payment described below and month-to-month fees ("Pilot Period Fees"), this Agreement has an annual fee ("Annual Program Fee"). For Participating Organization's convenience, Abenity will divide the Annual Program Fee into monthly payments ("Program Installments") with no additional installment fees. Unless Participating Organization directs otherwise, Participating Organization's Annual Program Fee will be invoiced in Program Installments on the same day of the month as the Effective Date.

Initial Payment: Prior to the activation of its Abenity Program, Participating Organization must provide initial payment for one (1) month; however, if Participating Organization has been in operation less than twenty-four (24) months, Participating Organization will not receive a Pilot Period and is required to pay its first Annual Program Fee, in its entirety, in advance.

Fee Amount: Participating Organization's Abenity Program Installments are shown in Exhibit A, excluding any applicable taxes. Participating Organization shall be liable for all applicable sales, use, or other taxes that may be imposed pursuant to this Agreement. These taxes shall be collected and remitted under applicable law.

Termination: If Participating Organization's Abenity Program is terminated by either party during the Pilot Period, future billing will cease and all fees billed as of the termination date are due and are non-refundable. If Participating Organization terminates its Abenity Program during an Active Program Term or Abenity terminates Participating Organization's Abenity Program with cause, the remaining balance of Participating Organization's Annual Program Fee will be paid to Abenity by Participating Organization. In the unlikely event that Abenity exercises the right to terminate this Agreement without cause, Abenity shall refund, on a prorated basis, any unearned Annual Program Fees paid by Participating Organization.

Reactivation: In the event that Participating Organization chooses to re-activate their Abenity Program after discontinuing their Abenity Program with a past due balance owed to Abenity, Abenity will require payment of the unpaid balance and the first six (6) months of the new service term prior to reactivation of the new Abenity Program.

Payment Type and Timing: All fees and prices are in US dollars. Participating Organization agrees to make payment or guarantee payment in the form of a Purchase Order Number prior to activating the Abenity Program. By choosing Abenity's ACH - AutoPay option, Participating Organization agrees to allow Abenity to automatically charge the provided credit card or bank account according to the terms specified in this Agreement. All ACH transactions are handled through a secure HTTPS connection with a trusted third-party processor. All payments are due no later than twenty (20) days after the invoice date. A late fee of $25.00 will be applied to Participating Organization's next invoice for payments that are not received on time or for payments that are unable to be processed. Abenity reserves the right to suspend Participating Organization's Abenity Program and its members' ability to access the Abenity

Program in the event Participating Organization fails to pay the appropriate account fees on time, until such time as proper payment is received. In the event Abenity cancels or suspends Participating Organization's discount program, the Participating Organization will indemnify Abenity from any and all claims asserted by Participating Organization's members against Abenity.

Advanced Program Customization: Participating Organization may request advanced program customization from Abenity. In such case, Abenity, at its discretion, will provide an estimate of the required hours and cost at a rate of $150 per hour. If Participating Organization approves the customization estimate, Participating Organization will be billed the full estimated cost prior to Abenity beginning the customization. Work outside the scope of the original estimate will be estimated, approved, and billed in the same manner as the original estimate.

4. Program Use

Participating Organization must have an existing, pre-established relationship and/or affinity with the recipients of the provided Abenity Program. Participating Organization shall not provide the Abenity Program to the general public and/or members outside of their pre-existing affinity or member base. Additionally, Participating Organization shall not resell or monetize access to the provided Abenity Program without Abenity's prior written authorization. Participating Organization understands that Abenity may immediately terminate Participating Organization's use and Participating Organization's members' use of the Abenity Program in the event that Participating Organization is suspected by Abenity to be reselling access to the provided Abenity Program without Abenity's prior written authorization.

5. Abenity Discount Offer

Abenity's collection of local and national discounts includes the information that each participating merchant chooses to offer to Abenity members and to Participating Organization's subscribers as Abenity members. Participating merchants and corresponding discount offers must be approved by Abenity prior to being listed within the Abenity Program.

6. Legal Notice and Disclaimer

The Participating Organization agrees that its use of the Abenity Apps, including use by its employees, is undertaken at its own risk. No warranties are made by Abenity, its subsidiaries, its agents, or any of its employees, officers, or directors that the Abenity Apps will operate error-free or without interruption. No warranties are made as to the accuracy of the information on the Abenity Apps nor the products or services offered by any merchant or vendor on the Abenity Apps. Furthermore, by listing a service, product, or discount, Abenity is not endorsing, recommending, or sponsoring any product or service of any merchant or vendor. Any and all transactions and alleged discounts are between the Participating Organization, its members, and the merchant or vendor. Abenity is not a party to any transaction, and thus, the parties to any transaction should take due diligence in investigating, selecting, and transacting with any merchant or vendor listed on the Abenity Apps. The Participating Organization is knowingly and voluntarily assuming all risks of using any merchant or vendor for itself and its members

to purchase goods and services and of using any coupons or discounts listed on the Abenity Apps. Abenity shall have no liability whatsoever from such third party transaction.

THE ABENITY APPS, ITS CONTENT, AND ANY MERCHANDISE CONTAINED THEREIN ARE PRESENTED "AS IS." NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ABENITY, ITS AGENTS, AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS. TO THE FULL EXTENT PERMISSIBLE BY FEDERAL, STATE, AND LOCAL LAW, ABENITY DISCLAIMS ALL WARRANTIES. ABENITY IS NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY INJURY, LOSS, CLAIM, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING FROM THE USE OF THE ABENITY APPS.

7. Offer Integration

Participating Organization may negotiate and integrate its own discount offers within the provided Abenity Program. Offers may be integrated by Participating Organization through the provided Abenity Back Office function under "Manage My Offers". All discounts that Participating Organization would like to integrate within its Abenity Program must be approved by an Abenity representative prior to publication within Participating Organization's Abenity Program. Discount approval may take up to ten (10) business days. The approval or denial of any requested discount offer will be within the sole discretion of Abenity. Abenity reserves the right to remove any published discount offer at any time. Any support required by Participating Organization from Abenity regarding the integration of their existing discount offers will be considered by Abenity as advanced program customization and billed to Participating Organization on their next invoice at a rate of $150 per hour. Participating Organization may request for discount offers active within their Abenity Program to be suppressed from their Abenity Program. Removal of individual discount offers must be accomplished by Abenity at the category or subcategory level and may result in the loss of additional discounts listed under the suppressed category. In instances where Participating Organization requests a large number of offer suppressions, Abenity email features may not have enough content to be customized and delivered to Participating Organization's members. Participating Organization may not request future offer or merchant suppressions that are not presently active within the Abenity Program.

8. Indemnity

The Participating Organization agrees to defend, indemnify, and hold harmless Abenity and its employees, contractors, vendors, corporate partners, managers, officers, shareholders, agents and directors from all liabilities, claims, losses, damages, obligations, costs, and expenses, including attorney's fees, that arise from or relate to (a) Participating Organization's negligent use of or unauthorized access to the Abenity Program, the Abenity Apps or any services, information or products from the Abenity Apps; (b) Participating Organization's violation or breach of any of these terms and conditions, or its representations and warranties; (c)

Participating Organization's violation of the rights of any third party, including but not limited to any copyright, property, or privacy right; (d) any claim that one or more of Participating Organization's submissions to the Abenity Apps has caused damage to a third party; or (e) any claim brought by Participating Organization's member(s), including but not limited to any claim resulting from a member's registration in the Abenity Program by the Participating Organization through the API. This defense and indemnification obligation will survive the Participating Organization's involvement in the Abenity Program. Abenity reserves the right, in its sole discretion, to assume the exclusive defense and control of any claim for which Abenity or any of its indemnitees listed above are entitled to indemnification hereunder. In such event, the Participating Organization shall pay all fees and costs for such defense and shall provide Abenity with such cooperation at no charge as is reasonably requested to assert any available defenses.

9. Marketing Abenity & Member Communications

Participating Organization is fully responsible for informing their members of the provided benefits within the Abenity Program. Participating Organization may download marketing materials, including a program flier and the Abenity Launch Document, to access the content needed to educate members about the benefits available within the Abenity Program. Participating Organization's members may only receive access to the provided Abenity Program as a result of Participating Organization's use of the Abenity API, Member Import, or custom provided marketing materials that direct members to voluntarily register for access to the provided Abenity Program. All information provided to Abenity by Participating Organization or Participating Organization's members will be governed under the terms of the Abenity privacy policy which is publicly available for review at https://abenity.com/terms/privacy. Abenity provides Participating Organization's registered Abenity members with the opportunity to receive direct communications from Abenity on Participating Organization's behalf in the form of monthly and/or weekly emails about available discount offers and features provided within the Abenity Program. Participating Organization's members are never obligated to receive these direct communications from Abenity and may opt out at any time.

10. Registration of Participating Organization's Members

Participating Organization's members may receive access to the Abenity Program only by using a registration method approved by Abenity. Abenity provides Participating Organization with a choice of registration options.

Open registration options ("Open Registration") allow members to voluntarily register for the discount program through a simple online registration form. Open Registration options include: (1) Register using a personal email address, (2) Register using a required universal registration code, (3) Register using a company-issued email address, or (4) Register using an ID contained on Abenity-issued membership cards.

Closed registration options ("Closed Registration") ensure that only those selected by the Participating Organization's designated Abenity Program Administrator ("Program Administrator") have access to the Abenity Program. Closed Registration involves preloading

members through Abenity's secure member import feature. An additional Closed Registration option is available with select Abenity Programs, as noted on Exhibit A, allowing registration and sign-on through Abenity's Member API (see full documentation at https://abenity.com/developers/api/members).

All registration options require Participating Organization's members to voluntarily accept Abenity Member's Terms and Conditions (https://abenity.com/terms/member) prior to gaining access to the offers and features provided within the Abenity Program. Abenity reserves the exclusive right to revise the Member's Terms and Conditions. Any revision or amendment to any of the applicable terms and conditions will be effective immediately upon posting to any Abenity Apps, and the Participating Organization members' continued use of the services provided by Abenity, subsequent to the posting of any revisions or amendment, constitutes acceptance of such revisions and amendments. Abenity reserves the right to refuse, restrict, suspend, or terminate any member's use of its services at any time without notice and may do so for a member's failure to abide by the Member's Terms and Conditions.

11. Mobile App

Participating Organizations enrolled in the Enterprise Plan are eligible for an individually branded version of the Abenity iPhone and Android App. Participating Organization understands that mobile device operating systems and developer requirements for those systems can be changed by either Apple within the App Store or Google within the Play Store, referenced herein as Operating System Owners ("OS Owners") at any time, without notice to Abenity or to Participating Organization. In the event OS Owners change requirements in ways that impact the delivery, installation, accessibility, or operation of the Abenity App, Abenity will make all reasonable efforts to restore functionality of the Abenity App and the Participating Organization will indemnify Abenity from any and all claims asserted by Participating Organization's members against Abenity.

Due to Apple's App Store publication requirements, if Participating Organization would like the provided branded iPhone app to be publicly available within the App Store, then Participating Organization must create their own Apple Developer account for their organization at https://developer.apple.com/programs/enroll, pay applicable Apple Developer fees, maintain an active status with Apple, invite Abenity's iOS-developer@abenity.com Apple ID to their Apple Developer Account with either the role of Admin or the roles of Developer and App Manager so Abenity can deploy and make updates to the app from time to time, provide Abenity with an App Store Connect API Key for secure, continuous integration and deployment of the branded mobile app, and invite Abenity's app-support@abenity.com Apple ID to their Apple Developer Account with the role of Client Support so Abenity's Member Support Team can review and respond to app reviews.

12. Copyright and Trademark

The Abenity Apps and all material available on the Abenity Apps are copyrighted by Abenity or its merchants, unless otherwise indicated. However, Abenity has no claim to Participating Organization's logo or other intellectual property copyrighted by Participating Organization. All rights are reserved by Abenity, and content may not be reproduced, downloaded,

disseminated, published, or transferred in any form or by any means, except with the prior written permission of Abenity, or as indicated below. Members may download pages or other content for personal use, consistent with Abenity's intent for the Abenity Program and Abenity Apps. However, no part of the Abenity Program or Abenity Apps may be otherwise or subsequently reproduced, downloaded, disseminated, published, or transferred, in any form or by any means, except with the prior written permission of Abenity. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

Participating Organization agrees to provide to Abenity and allow Abenity to use Participating Organization's logo and brand (i) within Participating Organization's Abenity Program, (ii) to negotiate discounts with merchants for Participating Organization and its members, (iii) within the Abenity Apps and general marketing materials, or (iv) in any other way consistent with this Agreement.

13. Assignment

Neither Abenity nor Participating Organization may assign this Agreement without prior written permission of the other party. Notwithstanding the foregoing, Participating Organization's consent shall not be required for assignment or transfer made by Abenity (i) due to operation of law; (ii) due to an entity that acquires substantial amounts of Abenity's stock, assets, or business; or (iii) to a related entity (e.g. parent or subsidiary of parent).

14. Arbitration, Governing Law, and Jurisdiction

Abenity and Participating Organization ("Parties") expressly agree to submit any controversy to binding arbitration with the American Arbitration Association. Any controversy or claim between the Parties arising out of or relating to involvement in the Abenity Program, excluding any nonpayment by the Participating Organization to Abenity, shall be submitted to binding arbitration with the American Arbitration Association. Parties expressly agree that this arbitration provision and the terms and conditions set forth herein are to be governed by the Federal Arbitration Act ("FAA").

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflicts of law provisions. Parties hereby submit, as evidenced by signing this Agreement, to the exclusive jurisdiction of the courts of Williamson County, Tennessee, for purposes of any and all litigation arising out of or relating to involvement in the Abenity Program. Parties waive any objections to the forum of Tennessee for lack of venue, forum non conveniens, or any other jurisdictional ground. Should any provision in this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party. Each party specifically waives the application of the common law doctrine that agreements are to be construed against the party who drafted the agreement.

15. Force Majeure

Abenity will not be liable for any failure or delay of performance under this Agreement resulting from a force majeure event beyond the reasonable control of Abenity, including without limitation, natural disasters, pandemics, epidemics, mandated government shutdowns, acts of God, government regulations, war, terrorism, labor disputes and power failures.

16. Electronic Signatures

Any signature related to this Agreement (including any physical, manual, wet, digital or electronic symbol or process attached to or associated with this Agreement with the intent to sign the Agreement) shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary.

17. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

18. Supersedes Prior Agreements

This Agreement replaces and supersedes any other agreement or agreements, oral or written, that Abenity may have with the Participating Organization with respect to the subject matter covered by this Agreement.

19. Notices

Any notices or communications required or permitted to be given by this Agreement must be given in writing and (i) personally delivered or mailed, by prepaid, certified mail or overnight courier to the addresses of the respective Party as noted in the signature block of this Agreement, or (ii) transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a written confirmation of receipt from the intended recipient. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party according to this section.

(Signatures on following page)

PARTIES HAVE READ AND REVIEWED THESE TERMS AND CONDITIONS AND AGREE TO THE TERMS SET OUT HEREIN FREELY, VOLUNTARILY, AND WITHOUT COERCION.

"Participating Organization"

Organization Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Participating Organization Authorized Contact Information

Contact Name: _____

Title:_____

Phone Number: _____

Email Address: _____

Signature:_____ Date: _____

Abenity, Inc.

725 Cool Springs Blvd, Suite 600
Franklin, TN 37067

Contact Name:
Title:
Phone Number:
Email Address:

Signature:_____ Date: _____

Exhibit A - Abenity Program Plans & Pricing

By selecting a pre-tax Program Installment pricing plan below, you agree to be bound by the terms of the Agreement.

_____ $450/month - Perks & Discounts Plan

The Perks & Discounts Plan includes all Standard features, PLUS:

- Up to 1,000 Eligible Members
- Flexible Enrollment Options (Open Voluntary Registration or Closed Registration via Member Import)
- Unlimited Merchant Integrations
- Remove Conflicting Offers by Category or Subcategory
- Homepage Link Card Customization
- Performance Analytics and Savings Reports
- Dedicated Client Success Specialist
- *Note: Participating Organization may not prevent members from receiving Abenity email; members may opt-out any time.*

_____ $950/month - Managed PLUS Plan

The Managed PLUS Plan includes all Perks & Discounts features, PLUS:

- Up to 100,000 Eligible Members
- Advanced Branding Options
    - Custom Homepage Banners
    - Personalized Welcome Email
    - Hosted Vanity Domain (URL)
    - Branded Complimentary Perks Emails
- Merchant Management
    - New & Existing Merchant Management
    - Custom Offer Category
- Advanced Features & Services
    - Member API - Automate Member Management and Sign On
    - 3 Custom Enrollment Fields
    - Basic Vendor/Cyber Risk Assessments
- Note: Participating Organization may not prevent members from receiving Abenity email; members may opt-out anytime.

_____ $_____/month - Enterprise Plan

The Enterprise Plan includes all Managed PLUS features, PLUS:

- Unlimited Members
- Private Branded App Store Listing & iPhone App
- Private Branded Google Play Store Listing & Android App
- Use Your Own Domain *(SSL required)*
- Custom Content Filtering
- Perks API *(Integrate Abenity's discounts within your own site)*
- Digital Membership Card (*Includes up to 18 hours of advanced program customization per Active Program Term. Unused hours expire at the end of each Active Program Term. If additional advanced program customization is required and approved by Abenity, Abenity will provide an estimate of the required hours and cost.)*
- 2-Factor Admin Authentication

Standard Abenity Perks Program Features Include:

<u>Savings Network Features</u>

- Abenity's Local & National Savings Network
- #LifeHasPerks Giveaways
- Integrated Movie Showtimes & Trailers
- Abenity Travel Center
- 24/7 Member Support

- Savings Calculator & Getting Started Videos
- Merchant Nomination Form for Discount Requests

Branding & Customization Features

- Branded Discount Program, eTickets, and Mobile Coupons
- Complimentary Member Perks Emails
- Abenity Perks App for iPhone & Android Devices
- Abenity Back Office Access for Program Branding Control, Marketing Gallery, and Member Management Tools
- Custom Program Title, Tagline, and Welcome Message
- Custom Return Link and Featured Offers Section

For New Entities Only

Please select the following option if your organization was incorporated within the last twenty-four (24) months.

_____ [Initial for Yes]

Yes, Participating Organization has been in business or operating for less than twenty-four (24) months, will not receive a Pilot Period, and is required to pay its first Annual Program Fee, in its entirety, in advance.