Spreedly

SERVICE AGREEMENT

Part A: Parties

<table>
<tr><td colspan="2">SPREEDLY</td><td colspan="2">CUSTOMER</td></tr>
<tr><td>Name:</td><td>Spreedly, Inc.</td><td>Name:</td><td>CarRentals.com, Inc.</td></tr>
<tr><td>Address:</td><td>116, W. Main Street, Suite 200</td><td>Address:</td><td>333 108th Ave NE</td></tr>
<tr><td>City/State:</td><td>Durham, NC 27701</td><td>City/State:</td><td>Bellevue, WA</td></tr>
<tr><td colspan="2">PRIMARY SPREEDLY CONTACT</td><td colspan="2">PRIMARY CUSTOMER CONTACT</td></tr>
<tr><td>Name:</td><td>Justin Benson</td><td>Name:</td><td>Greg York</td></tr>
<tr><td>Title</td><td>CEO</td><td>Title:</td><td>CTO</td></tr>
<tr><td>Phone:</td><td>919-432-5008</td><td>Phone:</td><td>425 679 4986</td></tr>
<tr><td>Email:</td><td>sales@spreedly.com</td><td>Email:</td><td>gyork@hotwire.com</td></tr>
</table>

Part B: Terms

1. This Service Agreement ("**Agreement**") is effective as of the last date of signing below ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**"), and the Customer listed above on behalf of itself and its Affiliates (the "**Customer**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Terms of Service in effect as of the Effective Date as amended below, which are attached hereto as Exhibit C and incorporated herein by reference, and which can be viewed at https://spreedly.com/terms. Together, this Agreement and the Terms of Service constitute a binding agreement between the Customer and Spreedly. To the extent that any term in the Spreedly Terms of Service conflicts with the terms of this Agreement, the terms of this Agreement shall prevail. "**Affiliates**" means Expedia, Inc. (Delaware) and any entity that is directly or indirectly controlled by or under common control of Expedia, Inc. (Delaware).

2. Provision of Services. Spreedly hereby grants the Customer and its Affiliates a worldwide, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Spreedly API for the term of this Agreement. Spreedly shall provide to Customer and its Affiliates access to Spreedly's website, any software, programs, documentation, tools, internet-based services, components and any updates thereto provided by Spreedly ("**Services**"). The foregoing shall include the right to permit Customer's employees, consultants, contractors, interns and outsourced workers to access and use the Spreedly API as set forth in this Agreement.

3. Scope of Service.

   a. Hosting and Access. Spreedly is responsible for deployment, operation, and administration of the Services and will provide Customer with secure access to the Services via the Internet. Spreedly shall maintain, manage, and monitor the Services availability and performance. Spreedly shall provide administrator accounts to Customer for secure administrator access to the Services and will further provide Customer with the necessary tools to enable its administrator(s) to set up additional users for access to the Services. Spreedly shall host and provide access to the Services in accordance with Exhibit B. If the Services incorporate any equipment, supplies, facilities, computer code, work product, inventions or materials of any other party, then Spreedly will obtain any and all rights necessary to enable Customer to use the Services and to enable Spreedly to perform its obligations under this Agreement, including without limitation the granting of the rights herein.

   b. Service Availability. The Services will be accessible, available and perform in accordance with the Documentation and as further set forth in Exhibit B. "**Documentation**" means the technical documentation and other materials provided or made available by Company concerning the operation and use of the Services.

   c. Support. Spreedly shall provide the support services set forth in Exhibit B ("**Support**") in accordance with the terms and conditions set forth in Exhibit B.

   d. Professional Services.

      i. Spreedly will perform the certain configuration, implementation, training and/or other configuration, implementation, development, training and related non-Support Services to be provided by Company and other services to be provided by Company to Expedia under this Agreement ("**Professional Services**") and provide such Professional Services and provide all Deliverables in accordance with the descriptions, specifications, fees and delivery schedule set forth in each Statement of Work, in substantially the format of the attached Exhibit D. No development services (other than configuration and implementation services) shall be performed under this Agreement. To the extent development services are required Spreedly and

Customer shall enter into a Master Services Agreement (or similar such agreement) setting forth the terms of such development. Spreedly will promptly notify Customer of any delay or anticipated delay in the performance of the Services, the reasons for the delay and the actions being taken by Spreedly to overcome or mitigate the delay.

ii. Customer may from time to time request changes to the Professional Services and Spreedly will promptly respond to any such request. Any agreed upon changes must be evidenced in a written amendment in substantially the format of the attached Exhibit E ("**Change Order**"). Changes will become effective only upon execution of a Change Order.

iii. Acceptance of each Deliverable ("**Acceptance**") shall be determined in accordance with the procedure set forth in each Statement of Work. If no procedure is set forth in a Statement of Work, then Acceptance shall occur upon Customer's written notice of acceptance given after all Deliverables have been completed and delivered. Spreedly will at its own expense and at Customer's option, correct or replace any Deliverables not Accepted by Customer.

e. Back-up; Disaster Recovery. As part of its ongoing compliance with the Payment Card Industry Data Security Standards ("**PCI-DSS**"), Spreedly shall have in place a Business Continuity Plan as well as a Disaster Recovery Plan ("**BC/DR Plan**"), which provide for continuation of operations and service to Customer during a range of short-term and long-term disaster events, including complete compromise of Spreedly production facilities. The BC/DR Plan follows industry best practices, and Spreedly periodically tests the BC/DR Plan to ensure its effectiveness. Spreedly does not store any personal customer data other than Card Data (as defined in the Spreedly Terms of Service) and only passes Card Data to other PCI-DSS validated third party endpoints via secure encrypted channels. Customer may request a backup of its Card Data at any time, and Spreedly shall provide the backup within five (5) business days in a mutually agreed upon format. Customer may also generate a secondary back-up at any supported PCI-DSS compliant endpoint using Spreedly's Third Party Vaulting functionality.

4. Term: The initial term of this Agreement shall be one year from the Effective Date (the "**Initial Term**"). The Term of this Agreement may not be extended or otherwise modified, except by mutual written consent of the parties. Notwithstanding the foregoing, Customer may renew this Agreement on an annual basis for future periods equal to one year by providing 90 days' prior written notice to Spreedly prior to the end of the then-current term. The "**Term**" shall refer to the Initial Term and any renewals.

5. Termination: Except as set forth below regarding material breach, this Agreement may not be terminated during the Initial Term. Following the Initial Term either party may terminate this Agreement by giving the other party 90 days' written notice. Notwithstanding the foregoing, if either party (a) commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and (b) such breach or default continues for a period of 30 days after delivery by the other party of written notice reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting party. Upon termination, Customer shall remain liable for fees owing through the effective date of termination. In the event of any termination of this Agreement other than due to Customer's uncured material breach, Spreedly will promptly refund Customer a pro-rata portion of any fees paid in advance for Services not yet provided. Notwithstanding Spreedly's rights to suspend under Section 2 of Part B of the Terms of Service, Spreedly will use its best efforts to provide Customer at least 48 hours' written notice (which for purposes of this Section may be via email) of its intention to suspend Customer's access. It will re-enable Customer's account access as soon as possible upon resolution of the issue giving rise to the suspension. Notwithstanding Spreedly's right to delete Card Data as set forth in Section 2 of Exhibit C of the Agreement, upon reasonable request from Customer at the time of termination or expiration, Spreedly will retain such Card Data for an additional period of time to enable Customer to transition such Card Data, provided Customer agrees to pay the appropriate services fees (calculated in accordance with Exhibit A) for the duration of such additional period of time.

6. Pricing: Spreedly will charge Customer the fees outlined on Exhibit A for use of the Services.

7. Confidential Information.

a. For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreedly or the Customer, including the Spreedly API or any API owned or otherwise controlled by the Customer, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, personally-identifiable information, sales and merchandising, marketing plans of or related to Spreedly or the Customer and information either party provides to the other regarding or belonging to third parties, whether or not labeled or marked as "Confidential," "Proprietary" or with a similar proprietary legend, and which may also be disclosed verbally. "Confidential Information" does not include any information which: (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of a party; (ii) the receiving party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the receiving party without restriction on disclosure and

without breach of any confidentiality obligations; or (iv) employees or agents of a receiving party have independently developed without any use of or reference to any Confidential Information or breaching this Agreement.

b. Each party shall: (i) only disclose Confidential Information to those employees with a need to know and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any Confidential Information to any third party; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the Confidential Information or any actual or threatened breach of the terms of this Agreement.

c. Notwithstanding the foregoing, either party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as require by law; or (ii) on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, or to a Qualified Security Assessor ("**QSA**") for the purpose of assessing compliance with PCI-DSS.

d. All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. Upon the request of the disclosing party, the receiving party shall either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof.

e. Spreedly shall not, without Customer's prior written approval (i) issue or make, or permit to be issued or made, any public communication of any kind regarding this Agreement or the relationship of the parties, or (ii) use the name, trade name, service marks, trademarks, trade dress or logo of Customer.

8. <u>PCI-DSS</u>. Spreedly represents and warrants that, at all times during the duration of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "**Council**") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:

a. Spreedly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "**Card Rules**"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "**Card Associations**" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly Processes payment card transactions. "**Processes**," "**Processed**" or "**Processing**" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "**Personal Information**" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), any information that identifies characteristics (such as qualities, likes, dislikes, propensities or tendencies) of any person, or any information which is compiled or derived from any of the foregoing.

b. Spreedly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreedly has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreedly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("**Scan**") by an approved scanning vendor ("**ASV**") and that it is has passed its most recent scan.

c. Spreedly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS. Spreedly will further provide Customer with an explanation as to how it will re-achieve compliance with the applicable metric and prompt written notice as to when compliance has been reached. In the event Spreedly has not re-achieved compliance within 30 days Customer may immediately terminate this Agreement upon written notice. Such termination will be deemed termination for cause and Customer shall receive a pro-rata refund of fees paid hereunder for Services not yet provided.

d. Spreedly agrees to supply evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreedly shall annually supply to Customer, or make available on www.spreedly.com, evidence of Spreedly's successful completion of its Annual Assessment, as well as its quarterly Scan reports and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.

e. Spreedly shall, with respect to the Customer's data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("**PA-DSS**"), as updated from time

to time.

f. Upon reasonable written request of Customer, and within no more than 30 days' of such request, Spreedly shall deliver all cardholder data (files and documents) to Customer or a third party processor designated by Customer, provided that the recipient has proven that it is PCI-DSS compliant, and the transfer is not in violation of any applicable rules, laws or regulations.

9. <u>Security</u>. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:

a. Spreedly has in place a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security laws and regulations applicable to Spreedly, and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable law and the requirements of this Agreement. "**Personnel**" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement. For purposes of the foregoing, a party and its officers, directors, employees and authorized agents shall not be deemed Personnel of the other party.

b. Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.

c. All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable laws and with Spreedly's information security program.

d. Access to Customer Information must be restricted to authorized users, only. When the data resides physically or logically within Customer-managed environments, Company access will be subject to Customer's access management policies and procedures. Customer must authorize all decisions for access to Customer Information residing within Customer-managed environments. Spreedly may not extend access to Customer Information residing within Customer-managed environments to third parties without prior written consent. Customer reserves the right to monitor all systems used to access Customer-managed environments. If Customer provides equipment such as laptops used to access Customer Information, the equipment will be subject to Customer's configuration and access management policies and procedures. Spreedly must immediately notify Customer in writing if a Spreedly employee or Spreedly subcontractor with access to Customer-managed systems terminates, no longer requires access to the Customer account, or requires changes to the user account. Notification must include name and User ID of the accounts or systems the person has access to.

e. Remote network connectivity to Customer-managed environments must always use Customer-approved methods such as TLS VPN when connecting. Customer's Host Checker policy will not allow connection from equipment without the capability of meeting Customer's security requirements for remote management, encryption, certificate authentication, and credential storage. Host checker will verify equipment configurations such as current system patch levels, anti-virus software signatures and scanning engines, and personal firewalls. If Spreedly is contractually permitted to remotely access Customer-managed environments with Spreedly-supplied equipment, Customer will provide Spreedly with a list of current configuration requirements upon request. Spreedly shall be responsible for maintaining Spreedly-supplied equipment configurations.

f. Customer shall have the right to conduct, at Customer's cost, inspections, assessments and/or audits (e.g. questionnaires, phone interviews, and onsite reviews), upon ten (10) days advance notice to Spreedly, at a minimum of (1) one time per year, to evaluate compliance with the data privacy and security standards. Spreedly agrees to cooperate with Customer or its assigned agents regarding such inspections, assessments and/or audits. Spreedly, at its own cost, will promptly correct deficiencies in the Technical and Organizational Security Measures identified by Company or by Customer.

10. <u>Breaches of Security</u>.

a. "**Breach of Security**" shall mean any loss, misuse, compromise, or unauthorized access to Personal Information or Confidential Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or any act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in processing such information or otherwise providing services under this Agreement.
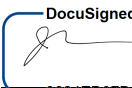
b. If there is an actual or suspected Breach of Security involving Personal Information that is stored, managed or received by, or transmitted to Spreedly, Spreedly will notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above.

c. In the event of an actual or suspected Breach of Security, Spreedly will cooperate with the Customer to mitigate any harm, will consult with Customer in good faith about remediation and mitigation plans, and will take all steps reasonably necessary to investigate and remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable laws. Spreedly will, at its own cost, make all notifications to data subjects that are required by law or any Card Association or Acquirer, subject to Customer's approval of the content, form and delivery of such notices to Customer's end users. Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be strictly required by applicable law, without first obtaining Customer's prior written consent.

d. In the event of a Data Security Breach involving Cardholder Data, Spreedly shall afford full cooperation and access to Spreedly's premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate Spreedly's compliance with the PCI Standards.

11. <u>No Obligation/Independent Development</u>. Subject to the obligations provided in Section 7, nothing in this Agreement will be construed as restricting Customer's ability to acquire, license, develop, manufacture or distribute for itself, or have others acquire, license, develop, manufacture or distribute for Customer, similar technology performing the same or similar functions as the technology contemplated by this Agreement, or to use, market and distribute such similar technology in addition to, or in lieu of, the technology contemplated by this Agreement.

12. <u>Representations and Warranties</u>. Spreedly represents and warrants that:

a. It has taken all necessary corporate action and has the full power and authority and all necessary rights to enter into and perform according to the terms of this Agreement and grant the license rights set forth herein; and the execution, delivery and performance of this Agreement, and the grant of rights to Customer hereunder, do not violate or conflict with the rights of any third party;

b. The API, other software and the Services are original to Spreedly and do not infringe upon, or otherwise violate or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right(s) held by any third party;

c. Spreedly's work under this Agreement, including without limitation the Services, shall be performed in a professional manner and shall be of a high grade, nature, and quality;

d. The API, other software and the Services will be in accordance with specifications in this Agreement;

e. The API and other software do not contain any program, routine, device or other feature, including without limitation, a so-called time bomb, automatic shut-down, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door, or other harmful code or device which (i) is designed to delete, disable, deactivate, provide unauthorized access, interfere with or otherwise harm any software, program, data, device, system or service; (ii) is intended to provide unauthorized access or to produce unauthorized modifications; (iii) causes the API, software or Customer data to be erased, to become inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed for any reason; or (iv) could otherwise cause harm or interfere with Customer's exercise of its rights under this Agreement; and

f. Spreedly will comply with all local, state and federal laws, ordinances, regulations and orders with respect to this Agreement.

13. <u>Indemnication</u>.

a. <u>Indemnity</u>. Spreedly agrees to defend, hold harmless, and indemnify Customer, its Affiliates and their respective directors, officers, employees, agents, and assigns ("<u>Indemnified Parties</u>"), from and against any and all claims, suits, actions, demands, and proceedings of any kind threatened, asserted or filed against Customer and/or any Customer Indemnified Party by any third party (collectively "<u>Claims</u>"), and any damages, losses, expenses, liabilities or costs of any kind, (including but not limited to reasonable attorneys' fees, witness fees and court costs) incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), arising out of or relating to: (i) bodily injury or death to any person caused by Spreedly or anyone acting on behalf of Spreedly; (ii) loss, disappearance, or damage to property of any person caused by Spreedly or anyone acting on behalf of Spreedly; (iii) any breach or alleged breach of its confidentiality obligations hereunder; (iv) any breach of Section 10; or (v) any breach or alleged breach of the warranties in Sections 12.

b. <u>Procedure</u>. Customer will have the right to approve the counsel selected by Spreedly for defense of the Claims. Customer will provide Spreedly reasonably prompt written notice of any such Claims and reasonable information and assistance, at Spreedly's expense, to help Spreedly to defend such Claims. Spreedly will not have any right, without Customer's written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit or

proceeding or contains a stipulation to or admission or acknowledgment of, any liability, infringement or wrongdoing on the part of Customer or its Affiliates or otherwise requires Customer or its Affiliates to take or refrain from taking any material action.

c. <u>Customer Indemnity</u>. Customer agrees to defend, hold harmless and indemnify the Disclaiming Entities from and against any Claims arising out of or relating to (i) Customer's use of the Service other than in compliance with the terms of this Agreement; and/or (ii) Customer's or its employees' or agent's negligence or willful misconduct. This indemnity replaces in its entirety the indemnity set forth in Section 6 of the Spreedly Terms of Service.

14. <u>Limitation of Liability</u>. EXCEPT FOR EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 3 – 10 OR A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE GREATER OF (I) THREE TIMES THE AGGREGATE AMOUNTS PAID OR OWING BY CUSTOMER HEREUNDER OR (II) ONE MILLION US DOLLARS.

15. <u>Insurance</u>**.**

a. <u>Insurance Coverage</u>. Company warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, Spreedly will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

   I. Commercial General Liability including (A) bodily injury, (B) property damage, (C) products and completed operations, and (D) personal and advertising injury including contractual liability coverage, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate;

   II. Workers Compensation at statutory limits and Employer's Liability at limits not less than One Million Dollars ($1,000,000) per occurrence; and

   III. Professional Liability Insurance covering any and all errors, omissions or negligent acts in the performance of the services or provision of the products being provided to Customer or on behalf of Customer hereunder. Such errors and omissions insurance shall include coverage for claims with respect to network risks (such as data breaches, unauthorized access, ID theft, privacy violations, degradation, downtime, etc.), media liability, personal injury and infringement of intellectual property, including copyrights and trademarks. Such insurance will bear a combined single limit per occurrence of not less than Three Million Dollars ($3,000,000).

b. <u>Policy Details</u>. Spreedly will ensure that (i) the insurance policies listed above contain a waiver of subrogation against Customer and its affiliates, (ii) the Commercial General Liability and Professional Liability policies name Customer and its affiliates and assignees as additional insureds, and (iii) Customer is to receive notice in writing of any cancellation, modification or non-renewal of policies. Within thirty (30) days following the Effective Date, and upon the renewal date of each policy, Spreedly will furnish to Customer certificates of insurance and such other documentation relating to such policies as Customer may reasonably request. Certificates of insurance are to be delivered via email to treinsur@Customer.com, or via regular mail to Customer, Inc., Attn: COIs, at the address listed at the top of this Agreement. In the event that Customer reasonably determines the coverage obtained by Spreedly to be less than that required to meet Spreedly's obligations created by this Agreement, then Spreedly agrees that it shall promptly acquire such coverage and notify Customer in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best's rated B+, V or better. Spreedly's insurance will be deemed primary with respect to all obligations assumed by Spreedly under this Agreement.

16. <u>Miscellaneous</u>. This Agreement shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties (and Spreedly's right to amend pursuant to Section 11 of Part B of the Terms of Service is hereby deleted in its entirety). If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. Neither party may assign nor transfer any rights or obligations under this Agreement without the other party's prior written consent, which may be withheld for any reason or for no reason provided that Customer may assign without Spreedly's prior written consent in the event of a merger or acquisition of all or substantially all of its assets.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:
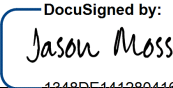
Spreedly, Inc.		**Customer**	
By:	_Justin Benson_	By:	_Jason Moss_
	9624ED07D136401...		1348DE141280416...
Name:	Justin Benson	Name:	Jason Moss
Title:	CEO	Title:	VP/ GM CarRentals.com
Date:	7/2/2015	Date:	7/2/2015

EXHIBIT A

PRICING

Customer shall pay Spreedly $67,200 for 12 months of service ("**Base Annual Fee**"), which shall entitle Customer to the following for the duration of the Initial Term:

Number of stored payment methods	Number of annual transactions	Transaction overage fee	Additional payment method monthly storage fee
Up to 1,200,000	Up to 15,000,000	0.448 cents per transaction	0.56 cents per payment method

The Base Annual Fee for the first year of the Initial Term will be due and payable within 45 days of the Effective Date, and for each subsequent year the Agreement remains in effect, the anniversary of the Effective Date ("**Renewal Date**").

In the event Customer's actual usage of the Service exceeds the volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages determined in accordance with the above pricing schedule.

All fees due and payable under this Agreement are inclusive of all sales, use, value added, and other similar transaction taxes and Spreedly will be responsible for all such taxes not so included. Customer shall not be liable for any taxes imposed on Spreedly based on income, property, or gross receipts, including but not limited to, the Washington Business and Occupation tax and/or similar gross receipts taxes imposed by municipalities or other local governments within Washington State or other jurisdictions.

EXHIBIT B

SUPPORT; SERVICE LEVEL AGREEMENT

The Transaction Processing Service (as defined below) shall be available 99.99%, measured monthly, excluding scheduled maintenance. Availability means that the services are up and running, accessible by Customer and its end users, without interruption or undue delay. Any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will be excluded from any such calculation. For each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of (i) 60 or more consecutive minutes of downtime, or (ii) 60 or more minutes of downtime in any 24 hour period; provided that no more than two such credits will accrue per day. "**Transaction Processing Service**" means Spreedly's core API responsible for processing Customer's payment transaction requests, and does not include any non-payment transaction Spreedly services such as dashboard reporting.

Downtime shall begin to accrue as soon as the Transaction Processing Service is unavailable to Customer and/or its end users, and continues until the availability of the Transaction Processing Service is restored. Credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

Spreedly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreedly shall perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window during which the scheduled maintenance will be carried out (which shall not exceed 60 minutes individually or 24 hours in the aggregate in any month).

Spreedly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreedly shall troubleshoot and resolve errors related to the Transaction Processing Service in accordance with the following table:

Category	Definition	Spreedly Acknowledgement time	Resolution
Low	End-user or Customer complaint that requires investigation by Company (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 8 hours	Within 3 days
Critical	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 60 minutes	Within 1 day

Spreedly will provide email support between 8.30 am and 6.30 pm (US Eastern timezone). Customer and its employees and consultants can contact Spreedly at support@spreedly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreedly will maintain a sufficient number of Spreedly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreedly's obligations under this Exhibit B.

Spreedly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.

EXHIBIT C

FORM OF STATEMENT OF WORK

STATEMENT OF WORK TO SERVICE AGREEMENT

SOW Effective Date	*[Insert]*
Customer Entity	*[Insert]*
Company performing Services under this SOW	*[Insert]*
Address for Invoices	*[Insert]*
Customer Contact Details	**Name:** *[Insert]*
	Email address: *[Insert]*
	Telephone number: *[Insert]*

This Statement of Work is made pursuant to that certain Service Agreement (the "Agreement"), dated and effective *[date]*, by and between CarRentals.com, Inc. ("Customer") and Spreedly, Inc. ("Spreedly"). All capitalized terms, where not otherwise defined in this Statement of Work, will have the meanings set forth in the Agreement.

A.   Description of Services and Specifications:

[Insert Services description and specifications (or attach and reference).]

B.   Deliverables:

[List specific deliverables and any applicable specifications (or attach and reference). Identify Spreedly *Retained Works, third party materials and Work Product.]*

C.   Key Personnel: The following key personnel shall be assigned to provide the Services under this Statement of Work:
[Insert any specific personnel and/or job titles as applicable (or attach and reference).]

D.   Privacy and Data Security:

The Customer Privacy and Data Handling Policy sets out Spreedly's obligations depending on what data and systems are accessed. Spreedly is responsible for identifying the nature and scope of its access to Customer data and/or systems. Further, regardless of what Spreedly checks/identifies below, Spreedly is responsible for compliance with the requirements in Exhibit A that match Company's actual access.

Access to Customer facilities / networks: Yes ☐   No ☐

Access to Customer sensitive business information: Yes ☐   No ☐

(*e.g. project or other business plans, Customer proprietary Source Code etc.*)

Access to Customer employee* or customer personal data: Yes ☐   No ☐

Access to Customer customer credit card data: Yes ☐   No ☐

*Other than in the normal course of doing business.

E.   **Acceptance Procedure:**

[List specific acceptance testing or other acceptance procedure if any (or attach and reference) DELETE if Section 2.7 contains the desired acceptance procedure.]

F.   **Project Schedule and Milestones:**

[Insert Deliverable due dates and/or other milestones/schedule items.]

This Statement of Work will terminate upon the earlier of the completion of the Services specified above, or the termination of the Agreement or this Statement of Work as set forth in the Agreement.

G.   **Services Fees and Payment Terms:**

<u>Fees:</u>

[List fees (e.g. fixed fees, hourly rates, etc. Specify fixed fee or time and materials.)

$_____

<u>Payment Terms</u>:

[List payment terms (e.g. tie to Acceptance, milestones, certain delivery dates, monthly billing, etc). Indicate fees are to be invoiced.]

Customer will reimburse Spreedly for the reasonable and necessary out-of-pocket travel expenses incurred by Spreedly in connection with the Services performed under such Statement of Work including, but not limited to, air and surface transportation, lodging, car rental, and meals (the "<u>Travel Expenses</u>"), provided that: (a) such Travel Expenses are approved in advance by Customer; (b) all travel and travel arrangements are made in full compliance with Customer's travel policies and guidelines in effect at the time of such travel; and (c) appropriate expense documentation is submitted to Customer in accordance with Customer's expense reimbursement process.

H.   **Additional Terms:**

[Insert any applicable additional terms]

This Statement of Work shall be attached to and incorporated into the Agreement, and is subject to all the terms and conditions of the Agreement.

CUSTOMER, INC.   **SPREEDLY, INC.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Signature Date: _____   Signature Date: _____

<u>**EXHIBIT D**</u>

FORM OF CHANGE ORDER AMENDMENT

AMENDMENT TO SERVICE AGREEMENT

This amendment ("<u>Amendment</u>") is made as of [   ] (the "<u>Effective Date</u>") by and between CarRentals.com, Inc., ("<u>Customer</u>"), and Spreedly, Inc. ("Spreedly").

Spreedly, Inc. a [   ] located at [   ] ("<u>Spreedly</u>") and amends Statement of Work with an effective date of [   ], submitted pursuant to the Service Agreement with an effective date of   [   ] ("Agreement"). Capitalized terms in this Amendment will have the same meaning given them in the Agreement or the Statement of Work, unless otherwise stated in this Amendment.

1.   **Change Notice**. The parties now wish to amend the SOW pursuant to Section 3(e)(ii) of the Agreement.

2.   **Revised to Services.** [Identify changes to Services, scope, milestone dates etc.]

3.   **Revised Pricing.** [Identify changes in fees and/or payment dates.]

By signing below, the Parties agree to be bound by the terms of this Amendment:

CUSTOMER, INC.   **SPREEDLY, INC.**

By: By:_____

Name: Name:_____

Title: Title: _____

Signature Date: Signature Date: