



SERVICE AGREEMENT

Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	LoyaltyAngels
Address:	116, W. Main Street, Suite 200	Address:	1 Hartdene House, Bridge Road, Bagshot,
City/State:	Durham, NC 27701	City/State:	Surrey, England, GU19 5AT
PRIMARY SPREEDLY CONTACT		PRIMARY CUSTOMER CONTACT	
Name:	Justin Benson	Name:	David Gower
Title:	CEO	Title:	
Phone:	919-432-5008	Phone:	
Email:	sales@spreedly.com	Email:	dg@loyaltyangels.com

Part B: Terms

1. This Service Agreement (including its exhibits, the "**Agreement**") is effective as of the last date of signing below ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**", "**we**" or "**us**"), and the Customer listed above (the "**Customer**" or "**you**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Terms of Service ("**Terms of Service**"), which are 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. The definitions and rules of interpretation that apply in this Agreement are set out in Exhibit C. To the extent that any term in the Terms of Service conflicts with the terms of this Agreement or any inconsistency between such Terms of Service and this Agreement exists, the terms of this Agreement shall prevail.
2. Provision of Services. Spreedly shall provide the Services to Customer during the Term in accordance with the terms of this Agreement.
3. Licence: Spreedly hereby grants the Customer during the Term of this Agreement and for 30 days after the expiry or termination of the Term for any reason, a worldwide, limited, non-exclusive, royalty-free, non-transferable licence, without the right to sublicense, to electronically access and use (i) the Spreedly API; and (iii) Spreedly's website, any software, programs, documentation, tools, internet-based services, components and any updates thereto provided by Spreedly in connection with the Services . The foregoing shall include the right to: (i) permit Customer's employees, consultants, contractors, interns and outsourced workers to access and use the Spreedly API and internet-based services as set forth in this Agreement.
4. Term: The initial term of this Agreement shall be one year from the Effective Date (the "**Initial Term**"), unless otherwise terminated in accordance with the provisions of clause 5. This Agreement may shall automatically renew at the expiry of the Initial Term (and each successive Renewal Term) for future periods equal to one year unless either party gives written notice of its intent to terminate the Agreement no less than 30 days prior to the then current term (each a "**Renewal Term**"). The "**Term**" shall refer to the Initial Term and any Renewal Terms.
5. Termination: Either party may terminate this Agreement immediately by providing written notice to the other party if any of the following events shall occur in relation to the other party:
 - a. upon giving 30 days' written notice to the other party at any time after the expiry of the Initial Term; or
 - b. if the other party commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and 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; or
 - c. an order is made or a resolution is passed for the winding up of the other party, for the appointment of an administrator, liquidator, administrative receiver or receiver of the other party or if any other person takes possession of or sells the other party's assets; or
 - d. the other party makes any arrangement or composition with its creditors or makes an application to Court for the protection of its creditors in any way; or
 - e. the other party ceases to trade; or

- f. a breach by such other party of applicable law including the DPA, the PCI-DSS standards, any Card Rules.

Upon termination or expiration of this Agreement for any reason:

- g. Subject to Sections 3 and 10(f), Spreadly shall co-operate with Customer and shall continue to provide the Services as reasonably requested by Customer in order to migrate the Services to another supplier with as little disruption or interruption to the Services, or to Customer's business as possible.
6. Pricing: Spreadly 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 Spreadly or the Customer, including the Spreadly 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 Spreadly 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. Card Data shall be the Customer's Confidential Information. "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 other than as permitted by this Agreement; (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; and (vii) 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 the Payment Card Industry Data Security Standards ("**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.
8. Non-solicitation. During the term of this Agreement and for 12 months after any termination of this Agreement, neither party will, without the prior consent of the other party, directly solicit or attempt to solicit, divert or hire away any person employed by the other party. Notwithstanding the foregoing, if such person initiates contact with a party, rather than such party soliciting such person, the party may respond to and hire such person as an employee or independent contractor.
9. References to Relationship. You agree that, from the Effective Date, we may identify you as a customer of Spreadly and use your logo on our customers page (<https://spreadly.com/customers>) for the Term of this Agreement, in accordance with Customer's brand guidelines as notified to Spreadly from time to time.
10. PCI-DSS. Spreadly represents and warrants that, at all times during the duration of this Agreement, it shall be fully compliant with PCI-DSS Level 1 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. Spreadly 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 Data irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation.

- 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 Level 1, 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 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.
 - 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 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, which shall include Card 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. Customer may elect at any time and free of charge to require Spreedly to perform up to three manual exports of any Card Data or other credit card or user information associated with Customer's account to a third party endpoint, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable rules, laws or regulations. If customer requires additional manual exports during the Term, each additional export shall incur a \$1,000 charge. Spreedly reserves the right to delete all of the Card Data and any other account data stored on its servers 30 days after the termination of this Agreement (the "**Data Transfer Window**"). If Customer requires additional time to arrange the export of its Card Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the relevant storage fees determined in accordance with [Exhibit A](#) of this Agreement.
11. Security. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including PersonalData) 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 Data in transit and at rest; (vii) Personal Data 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. In no event will Spreedly transmit the Card Data to any location that is not designated as PCI Level 1 Compliant as validated with a Qualified Service Assessor (QSA) per PCI-DSS specifications.
12. Breaches of Security.
- a. "**Breach of Security**" shall mean any loss, misuse, compromise, or unauthorized access to Personal Data or Confidential

Information that Spreadly 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 Spreadly in processing such information or otherwise providing services under this Agreement.

- b. If there is an actual or suspected Breach of Security involving Personal Data that is stored, managed or received by, or transmitted to Spreadly, Spreadly 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, Spreadly 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. Spreadly 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. Spreadly shall not inform any third party of any Breach of Security, except other affected Spreadly customers or as may be strictly required by applicable law, without first obtaining Customer's prior written consent.
13. Insurance. At all times during the Term, Spreadly shall maintain (i) commercial general liability insurance with at least \$1,000,000 per occurrence and (ii) "errors and omission" (tech and cyber coverage) insurance in an amount not less than \$3,000,000. Customer shall be named as an additional insured under each policy and, upon Customer's request, Spreadly shall provide Customer with a copy of such policy or policies or a certificate of insurance evidencing the same. Spreadly shall provide Customer with sixty (60) days advance notice of any material change in such policy or policies.
14. Indemnification. (a) Spreadly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by third party (including, without limitation, any regulatory or government authority), arising out of or related to any breach by Spreadly of Section 7 (Confidential Information), Section 10 (PCI-DSS), Section 11 (Security), Section 12 (Breach of Security), or Section 13 (Insurance) of this Agreement, or from any negligent or willful act or omission by Spreadly, or arising out of any claim of infringement or similar proprietary right violation; (b) Customer shall indemnify, defend and hold harmless Spreadly against any loss or damage that Spreadly may sustain or incur, in relation to any claim or action by a third party arising out of (i) applicable law; (ii) its obligations pursuant to this Agreement to comply with the DPA, or any other breach by it of the DPA; (iii) its obligations pursuant to this Agreement to comply with the Card Rules; or its obligations to comply with Section 7 (Confidential Information).
15. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Agreement shall limit or exclude in any way the liability of any party for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter for which it would be unlawful to exclude or attempt to exclude liability.
16. Miscellaneous. This Agreement shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that for any actions or claims arising under or related to this Agreement the Federal court located in Wake County, North Carolina shall have non-exclusive jurisdiction. 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. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. 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. 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. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreadly, Inc.

By:

Name:

Title:

Date:


Justin Benson

CEO

3/21/2016

Customer

By:

Name:

Title:

Date:


Lee Clarke

CEO

21/03/16

EXHIBIT A

PRICING

Customer shall pay Spreedly USD \$57,738 for 12 months of service ("**Base Annual Fee**"), which shall entitle Customer to the following for the duration of the Initial Term:

Plan	Quarterly Fee	Number of endpoints	Number of stored payment methods	Number of annual transactions
Base	Q1: \$6,396 Q2: \$8,754 Q3: \$18,030 Q4: \$24,558	3	Q1: 100,000/month Q2: 300,000/month Q3: 700,000/month Q4: 1,000,000/month	2,400,000

Customer will have the option to pay the Base Annual Fee for the first year of the Initial Term in equal quarterly installments, with the first installment due and payable within 15 days of the Effective Date. Spreedly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date and any renewal periods thereafter (a "**Quarterly Renewal Date**"), with such amount due and payable prior to the relevant Quarterly Renewal Date.

In the event customer exceeds the allowed number of stored payments during any quarter, a prorated monthly fee for overages will be charged. The actual per card overage fee will be calculated by dividing the monthly fee (1/3 of the applicable quarterly fee) by the total number of allowed stored cards for that quarter.

Invoices to be sent to: accounts@loyaltyangels.com

Customer shall pay all amounts due under this Agreement by wire transfer to the following account:

Receiver: Square1 Bank
ABA/Routing #: 053112615
Beneficiary: 2014694
Spreedly, Inc.
116 W. Main Street, Suite 200
Durham, NC 27701
USA

Any changes to the wire instructions will be highlighted by Spreedly on subsequent invoices.

EXHIBIT B

SUPPORT; SERVICE LEVEL AGREEMENT

The Transaction Processing Service (as defined below) shall be available 99.9%, 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 30 minutes, Company will credit Customer 5% of Service fees for each period of (i) 30 or more consecutive minutes of downtime, or (ii) 30 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 Spreadly's core API responsible for processing Customer's payment transaction requests, and does not include any non-payment transaction Spreadly 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 fully 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 acting reasonably in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

Spreadly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreadly 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).

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

Category	Definition	Spreadly 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 Spreadly-side issue	Up to 8 hours	Within 3 days
Critical	Transaction Processing Service is unavailable due to Spreadly-side issue	Up to 60 minutes	Within 1 day

Spreadly will provide email support between 8.30 am and 6.30 pm (US Eastern timezone). Customer and its employees and consultants can contact Spreadly at support@spreadly.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. Spreadly will maintain a sufficient number of Spreadly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreadly's obligations under this Exhibit B.

Spreadly 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

DEFINITIONS

The following definitions and rules of interpretation apply in this Agreement.

Card(s): shall include all credit and debit card types included here: <https://docs.spreedly.com/reference/supported-cards/>

Card Associations: has the meaning set out at Part A clause 10a.

Card Data: means the Tokens and PANs.

Cardholder: means a customer of the Customer or the relevant Third Party Merchant(s) to whom a Card has been issued by a Card issuer, who wishes to register the Card for the purposes of any of the Customer's services or to purchase any goods or services of the relevant third party merchant(s).

Card Rules: has the meaning set out at Part A clause 10a.

DPA: means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or other relevant supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not) as amended from time to time.

PAN(s): means the Primary Account Number as listed on the front of a Card Association supported Card.

Personal Data: has the meaning as set out in the DPA and for the purposes of this Agreement shall include the Card Data.

Services: means any and all services that Spreedly shall provide to the Customer under this Agreement, which shall include the Tokenization Services.

Service Levels: means the services levels set out at Exhibit B.

"Third Party Merchant" means a third party merchant using the Spreedly service via the Customer's integration.

Token: means the unique, secure, confidential and non-sensitive data string created by Spreedly as a result of performing the Tokenization Services, and provided by Spreedly to Customer representing a Card.

Tokenization Services: means Spreedly to (i) accept, store and access PANs in a manner which is secure and compliant with each of the relevant Card Associations, PCI DSS Level 1 and all applicable law; (ii) convert PANs into a Token for use by the Customer; (iii) issue Customer Tokens via the Spreedly API; and (iv) issue PAN plus the Token pair to the relevant Card Associations. Further detail regarding the Tokenization Services is set out at Exhibit D.

In this Agreement, subject to any express contrary indication:

- (a) Words (including the definitions in this Exhibit C) importing the singular shall include the plural and vice versa;
- (b) Any reference to any gender shall include the other genders;
- (c) any reference to a person shall be construed as including any person, firm, company, corporation, society, trust, foundation, government, state or agency of a state or any association or partnership (in each case whether or not having separate legal personality) of any two or more of these;
- (d) any reference to this Agreement or any other agreement or document shall be construed as a reference to that agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- (e) any reference to a Clause shall be construed as a reference to a clause of this Agreement;
- (f) general words introduced by the word other shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
- (g) any phrase introduced by the words include, including or in particular or any similar words or expression shall be construed as illustrative and shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (h) any references to in writing shall include any modes of reproducing words in a legible and non-transitory form; and
- (i) the table of contents and all headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.

EXHIBIT D

DATA FLOW

Proposed data flow. Valid at time of execution

Spreedly Data Flow

