



360 REWARD EVENTS TERMS AND CONDITIONS

If Customer purchases 360 Rewards Events Products, these additional 360 Reward Events Terms and Conditions apply. These 360 Reward Events Terms and Conditions set forth the terms and conditions under which Terryberry will provide the 360 Reward Event platform, each Party's responsibilities hereunder, and the fees related thereto. If there is a conflict between the terms of this Exhibit C and the Master Agreement, this Exhibit C shall govern with respect to the 360 Reward Events Products described herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and/or this Exhibit. If Customer is located in the United States of America, these 360 Reward Events Terms and Conditions and the Master Agreement as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and Terryberry Company, LLC. If Customer is located in the UK or EEA, these 360 Reward Events Terms and Conditions and the Master Agreement as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and Terryberry Company Ltd.

1. AVAILABILITY

- 1.1. **Recognition Period.** The 360 Recognition platform and program shall be available for Customer's use for sixty (60) consecutive days which are referred to as the "**Recognition Period**". The Recognition Period shall begin on the mutually agreed upon date and conclude sixty (60) days after such date. Customer may schedule multiple Recognition Periods in a year.

2. FUNCTIONALITY

- 2.1. **Standard Functionality.** Standard functionality for Customer includes custom log-in page, participant profiles, searchable participant directory (user, location, department, and team), award reminders, award redemption page, email notifications and award checkout confirmations. The Virtual Shopping spree is delivered on the Terryberry 360 Recognition Platform.
- 2.2. **Virtual Shopping Spree.** 360 Recognition & Virtual Shopping Spree standard functionality provides a point-based structure of recognition and awards that corresponds with Customer's pre-determined budget.

3. USERNAMES AND PASSWORDS

- 3.1. **Usernames and Passwords.** 360 Recognition is username/password protected. Customer shall ensure that all usernames are unique (i.e., email addresses). If custom usernames are to be used, it is the responsibility of the Customer to ensure uniqueness. Passwords will be randomly generated by Terryberry and can be changed by Customer or Customer's Authorized Users upon initial login.
- 3.2. **Administrator Permissions.** Customer Authorized Users designated as 360 Recognition administrators and award approvers by Customer will have roles and permissions within the 360 Recognition platform that provides access to award approvals, reports, and participant profiles.

4. AUTOMATIC PAYMENTS AND DEPOSITS

- 4.1. **Automatic Payment Program.** Enrollment in Terryberry's automatic payment program is required if the Customer is using 360 Reward Events Products as specified in the Order.
 - 4.1.1. **Enrollment in Automatic Payment Program.** Customers enrolled in automatic payment program shall provide a payment method for Terryberry to maintain on file (either a credit card or banking information for ACH draws or Direct Debit), and authorization for Terryberry to collect fees when due automatically.
- 4.2. **Deposit.** Upon execution of the General Terms and/or this Exhibit, the Customer shall deposit with Terryberry a minimum of \$10,000 to initially fund 360 Reward Events Product purchases by Customer's employees, which shall be monitored and held by Terryberry (the "**Float Account**"). The amount of the Float Account requirement will be monitored regularly by Terryberry and Terryberry will notify the Customer if the Float Account deposit requirement needs to be increased if volumes dictate. If the Customer has less than \$10,000 in their Float Account at any given time, Customer hereby authorizes Terryberry up to \$5,000 without further authorization to replenish the Float Account. Terryberry reserves the right to stop processing Customer's orders when there are not enough funds available in the Float Account to pay for any awards chosen by Customer's employees.

5. PARTICIPANT DATA AND DATA SECURITY

- 5.1. **Handling and Upload of Participant Data.** Participant data uploads can be handled by Terryberry or Customer, but may incur a fee if handled by Terryberry. Only 360 Recognition administrators will have access and ability to manually upload user information. Secure data transfer shall be in formats specified by Terryberry. Customer is responsible for ensuring all participants are included in the data provided by Customer.

5.2. Security of Participant Data. 360 Recognition includes many features that protect participant data. Terryberry administrators will have access to data and your site during our partnership to ensure the effectiveness of your 360 Recognition system. Terryberry respects the confidentiality of Customer Data and will not disclose such information without consent. Further, Terryberry will not use Customer Data for any purpose other than program management and enhancement.