

PRODUCT-SPECIFIC ADDENDUM

This online product-specific addendum (this “**Addendum**”) is made available by Terryberry Company, LLC (“**Terryberry**”) and governs the customer’s access to and use of the product(s) or service(s) identified in this Addendum (the “**Product**” or “**Products**”). This Addendum applies to the person or entity accepting it (the “**Customer**”) by clicking an “I accept” (or similar) button, executing or accepting an order, statement of work, or other purchasing document that references this Addendum, or by accessing or using the Product (each, an “**Acceptance**”). The date of Customer’s first Acceptance is the “**Addendum Effective Date**”. This Addendum supplements, and is incorporated into, the Company’s online SaaS Terms of Service available at <https://www.terryberry.com/saas-terms-of-service/> (the “**Online Terms**”), as updated by Company from time to time in accordance with the Online Terms. The Online Terms and this Addendum together form a binding agreement between Company and Customer with respect to the Product (collectively, the “**Agreement**”).

If there is a conflict between this Addendum and the Online Terms, this Addendum will control solely with respect to the Product and the subject matter expressly addressed in this Addendum. If there is a conflict between an applicable order and this Addendum, the order will control solely with respect to commercial terms (including pricing, quantities, and subscription term), unless the order expressly states that it overrides a specific section of this Addendum. Capitalized terms used but not defined in this Addendum have the meanings given in the Online Terms.

1. **BeRecognized Terms.** The terms set forth in this Section 1.1 shall apply and be enforceable only with respect to the BeRecognized SaaS Product for which Customer has executed an Order specifying a license. If an Order does not include licensing for the BeRecognized SaaS Product, the terms set forth below shall not apply.

a. **Third-Party Rewards Goods.** If set forth in an applicable Order, Terryberry will provide access via the SaaS Product platform for Customer’s Authorized Users to purchase tangible goods that are not manufactured by Terryberry (collectively, “**Third-Party Rewards Goods**”) to Customer, subject to the following terms and conditions:

i. **Definitions.**

1. “**Third-Party Rewards Goods**” means any Third-Party Rewards Goods provided by a Third-Party Rewards Goods Provider.
2. “**Third-Party Rewards Goods Provider**” means a person or entity, other than Terryberry or its affiliates, that provides any Third-Party Rewards Goods to Customer or its Authorized Users on behalf of Terryberry.

ii. **Shipments and Returns.**

1. **Shipments; Delivery; Title and Risk of Loss.** Terryberry will arrange for shipment of the Third-Party Rewards Goods to Customer. Customer will pay all shipping and handling charges specified during the ordering process including drop ship fees to residential addresses and any brokerage, duties and miscellaneous fees incurred title and risk of loss pass to Customer upon transfer of the Third-Party Rewards Goods to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. Terryberry is not liable for any delays in shipments.
2. **Returns - Non-Customized Third-Party Rewards Goods.** Returns for any reasons unrelated to damaged/defects are not accepted, unless otherwise permitted by Applicable Law. If a product is damaged/defective a claim can be filed for a replacement within seven (7) days (unless otherwise stated) of delivery of such item. To file a claim, Customer must email our Customer Service Department at customercare@terryberry.com to obtain a Return Merchandise Authorization (“**RMA**”) number before shipping Third-Party Rewards Goods. No returns of any type will be accepted without an RMA number. If product becomes defective after seven (7) days of item delivery the Customer will work with the Third Party Third-Party Rewards Goods Provider to file a warranty claim.
3. **Returns - Customized Third-Party Rewards Goods.** Customer may return any Third-Party Rewards Goods to Terryberry that do not comply with the applicable Third-Party Rewards Goods warranties provided by the Third Party Third-Party Rewards Goods Provider. Such returns shall be free-of-charge and shall be replaced, refunded, or credited as described below. Non-defective Third-Party Rewards Goods which have been monogrammed, personalized or customized may not be returned. Items that have been damaged due to wear & tear beyond a reasonable amount will not be covered by this guarantee and any subsequent repairs or replacements will be charged to the Customer.

iii. **Customer Acknowledgement.** Customer acknowledges and agrees that:

1. Customer and its Authorized Users are solely responsible for ensuring that any and all information required by Terryberry to perform the Third-Party Rewards Goods, including, without limitation, user IDs, passwords, shipping information, and other information (collectively “**Third-Party Rewards Goods Information**”), is accurate and up-to-date.
2. Customer has all necessary rights, consents and permissions to provide the Third-Party Rewards Goods Information to Terryberry for the purpose of providing the Third-Party Rewards Goods, and Customer’s provision of the Third-Party Rewards Goods Information.
3. In the event Customer wishes to add, modify or remove the types of Third-Party Rewards Goods that Customer’s Authorized Users may elect to purchase, Customer shall follow all instruction that Terryberry provides and make available all applicable information that Terryberry informs Customer that Terryberry requires in respect of such addition, modification or removal.

iv. **No Warranties.** Except where prohibited by Applicable Law, Third-Party Rewards Goods are provided to Customer and its Authorized Users on an “as is” and “as available” basis. Terryberry does not provide any warranty with respect to and specifically disclaim any warranties and conditions with respect to the operation of the Third-Party Rewards Goods or any particular application or use thereof, whether express, implied, statutory, or otherwise, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike service, and non-infringement and any warranties that may arise from a course of dealing, course of performance or trade practice.

v. **No Liability.** In addition to the disclaimers, limits on liability and indemnification obligations applicable to Customer and its Authorized Users as set forth in the Agreement, Customer waives and releases Terryberry, its officers, directors, employees, agents, and assigns from any liabilities, damages and costs arising from or related to (i) Customer or its Authorized Users’ loss or the theft of any Third-Party

Rewards Goods; and (ii) any act or omission of an Third-Party Rewards Goods Provider in connection with any Third-Party Rewards Goods it provides.

- vi. **Compliance with Laws.** The Third-Party Rewards Goods are made available to Customer and its Authorized Users solely for lawful purposes and uses. Customer will comply with, and will ensure that Customer's Authorized Users comply with, all Applicable Laws.
 - vii. **Pricing.** Prices for Third-Party Reward Goods communicated to Customer outside of an invoice—including, without limitation, catalogs provided for Third-Party Reward Goods—are for informational purposes only and do not include Indirect Taxes, shipping and handling fees, or processing charges. Prices for Third-Party Rewards Goods are estimates and may be adjusted upon issuance of an invoice.
- b. **Third-Party Gift Cards Terms.** If set forth in an applicable Order, Terryberry will provide access via the SaaS Product platform for Customer's Authorized Users to purchase gift card services, including Reward Codes products, (collectively, "**Gift Cards**") to Customer, subject to the following terms and conditions:
- i. **Definitions.**
 - 1. "**Third-Party Gift Card**" means a stored-value gift or loyalty card issued by a Third-Party Gift Card Issuer. For clarity, stored-value gift or loyalty cards provided by Terryberry are not Third-Party Gift Cards.
 - 2. "**Third-Party Gift Card Issuer**" means any person or entity, other than Terryberry or its Affiliates, that issues stored-value gift or loyalty cards.
 - 3. "**Third-Party Gift Services**" means Terryberry's SaaS Product that captures and transmits Third-Party Gift Card transaction requests—including purchase, activation, and load requests—and returns messaging from a Third-Party Gift Card Issuer, including "approved" messages, and any other services in respect of Third-Party Gift Cards that Terryberry makes available to Customer.
 - 4. **Provision of Third-Party Gift Card Services.** Terryberry will use commercially reasonable efforts to provide Third-Party Gift Services. Notwithstanding the foregoing, Terryberry does not guarantee availability of Third-Party Gift Services for any or all Third-Party Gift Cards at any specific time or for any specific period.
 - ii. **Customer Acknowledgement.** Customer acknowledges and agrees that:
 - 1. Customer and its Authorized Users are solely responsible for providing accurate and up-to-date Third-Party Gift Card information, including Issuer user IDs, passwords, and related data ("Third-Party Gift Card Information").
 - 2. Customer has all necessary rights, consents, and permissions to provide Third-Party Gift Card Information, and doing so will not violate any agreement with a third party or applicable law.
 - 3. Customer and its Authorized Users are solely responsible for entering into and complying with any agreements with Third-Party Gift Card Issuers, including payment of any associated fees. Terryberry is not responsible for:
 - 4. Settlement, receipt, delivery, or processing of any funds or amounts for Third-Party Gift Card transactions;
 - 5. Reporting or providing transaction information beyond messages returned from the Third-Party Gift Card Issuer;
 - 6. Accuracy or timeliness of any returned information, including "approved"/"declined" messages or balances;
 - 7. Determination or application of taxes; or
 - 8. Technical support for Third-Party Gift Cards and transactions.
 - iii. **Modifications to Gift Card Types.** Customer must follow Terryberry's instructions and provide required information to add, modify, or remove Third-Party Gift Card types available to Authorized Users.
 - iv. **Gift Card Fraud.** Customer is solely responsible for identifying, monitoring and otherwise managing fraud related to Third-Party Gift Card transactions and Terryberry disclaims any liability or responsibility whatsoever with respect to fraud in respect of Third-Party Gift Cards.
 - v. **Access and Use of Third-Party Gift Services.** Access to the Third-Party Gift Services are provided to Customer and its Authorized Users on an "as is" and "as available" basis. Terryberry does not provide any warranty with respect to and specifically disclaim any warranties and conditions with respect to the operation of the Third-Party Gift Services or any particular application or use thereof, whether express, implied, statutory, or otherwise, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike service, and non-infringement and any warranties that may arise from a course of dealing, course of performance or trade practice. Terryberry does not warrant that the Third-Party Gift Services will be uninterrupted or error-free. For greater certainty, Terryberry is entitled at any time, and without prior notice, to interrupt access to the Third-Party Gift Services for any reason, including without limitation for security considerations or maintenance work.
 - vi. **Use of Third-Party Gift Cards.**
 - 1. Customer and Authorized Users' use of Third-Party Gift Cards is governed by the Third-Party Gift Card Issuer's terms and Applicable Law. Depending on Applicable Law, Third-Party Gift Card Issuers may set expiration dates for such Gift Cards, in addition to other restrictions and requirements that each individual Third-Party Gift Card Issuer will have at their sole discretion, subject to Applicable Law. Customer and Authorized Users should review such terms and applicable laws and contact the Issuer with any questions.
 - 2. Third-Party Gift Card Issuers are responsible for all aspects of their programs, including liabilities, damages, and costs to Customer or Authorized Users. Terryberry has no liability for (i) the sale of products or services using any Third-Party Gift Card; and (ii) the failure of any company (whether it be the Third-Party Gift Card Issuer or the merchant) to honor a Third-Party Gift Card.
 - vii. **No Liability for Loss or Theft of Gift Cards.** Risk of loss and title pass to Customer or Authorized Users upon completion of purchase. Terryberry is not responsible for replacing lost or damaged Gift Cards or for unauthorized use. Customer waives and releases Terryberry and its officers, directors, employees, agents, and assigns from any liability, damages, or costs arising from (i) lost or stolen Gift Cards or (ii) acts/omissions of Third-Party Gift Card Issuers.

- viii. **Compliance with Laws.** The Third-Party Gift Services are made available to Customer and its Authorized Users solely for lawful purposes and uses. Customer will comply with, and will ensure that Customer's Authorized Users comply with, all Applicable Laws.
 - ix. **Pricing.** Prices for Gift Cards communicated to Customer outside of an invoice are for informational purposes only and do not include Indirect Taxes, shipping and handling fees, or processing charges.
2. **Award Choice Terms.** The terms set forth in this [Section 1.2](#) shall apply and be enforceable only with respect to the AwardChoice SaaS Product for which Customer has executed an Order specifying a license. If an Order does not include licensing for the AwardChoice SaaS Product, the terms set forth below shall not apply. If set forth in an applicable Order, Terryberry will provide access via a limited version of the SaaS Product platform for Customer's Authorized Users to purchase tangible goods associated with certain milestones of employment, subject to the following terms and conditions:
- a. **Reward Events.** If set forth in an applicable Order, Terryberry will provide access via a limited version of the SaaS Product platform for Customer's Authorized Users to purchase tangible goods associated with certain milestones of employment, subject to the following terms and conditions:
 - i. **Automatic Payment Program.** Enrollment in Terryberry's automatic payment program is required. 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.
 - ii. **Administrator Permissions.** Customer Authorized Users designated as BeRecognized administrators and award approvers by Customer will have roles and permissions within the BeRecognized recognition platform that provides access to award approvals, reports, and participant profiles.
 - iii. **Handling and Upload of Participant Data.** Authorized User uploads can be handled by Terryberry or Customer, but may incur a fee if handled by Terryberry. Only BeRecognized recognition administrators will have access and ability to manually upload Authorized User information. Secure data transfer shall be in formats specified by Terryberry. Customer is responsible for ensuring all Authorized Users are included in the data provided by Customer.
 - 1. **Signature Awards.** Signature Awards are pre-determined awards selected from each award level and labeled as a "Signature Award" on Customer's Reward Events website. If an Authorized User's Reward Events password expires and the Authorized User has not chosen their award, then a Signature Award is ordered and shipped to the Authorized User's home or office to recognize that Authorized User. Signature Awards will be selected by Terryberry according to the award level unless the Customer has made a prior selection. Customer shall provide applicable Authorized User information as requested by Terryberry to process the Signature Award.
3. **BeSaving Terms.** The terms set forth in this [Section 1.3](#) shall apply and be enforceable only with respect to the BeSaving SaaS Product for which Customer has executed an Order specifying a license. If an Order does not include licensing for the BeSaving SaaS Product, the terms set forth below shall not apply.
- a. **Customer Obligations Related to Third-Party Services.** Customer may instruct Terryberry to include on the BeSaving SaaS Product access to certain Third-Party Services for use or participation by its Authorized Users, including sending its Authorized Users to other websites or platforms. Customer is solely responsible for: (a) independently testing and verifying all Third-Party Services, including any data migration or porting functionality, before deployment in any Customer environment; (b) ensuring that its use of such Third-Party Services complies with Applicable Law, any terms on any Third-Party Services websites that are available regarding use of the Third-Party Services, and this Agreement; and (c) addressing any claims arising out of or related to its use of such Third-Party Services.
 - b. **Third-Party Services Liability.** Terryberry disclaims all liability arising from such Third-Party Services, including any interface, integration, or data porting with the Software. Customer remains fully responsible for any breach of this Agreement by a Third-Party Service provider. Notwithstanding a Third-Party Service provider being designated by Terryberry as "certified," "authorized," "advanced," or similar: (i) Terryberry does not control, monitor, maintain, or support any such services; (ii) Terryberry disclaims all warranties, indemnities, and liabilities related to them; and (iii) Terryberry makes no guarantees regarding the availability, functionality, or accuracy of such Third-Party Services.
4. **BeWell Terms.** The terms set forth in this [Section 1.4](#) shall apply and be enforceable only with respect to the BeWell SaaS Product for which Customer has executed an Order specifying a license. If an Order does not include licensing for the BeWell SaaS Product, the terms set forth below shall not apply.
- a. **Be Well Single Event Subscriptions.**
 - i. **Single Event Subscriptions.** If Customer purchases a single event subscription, the SaaS Products will be available for no more than one hundred and twenty (120) days, with the first thirty (30) days allotted to setup and registration and the remaining ninety (90) days allotted to the event (the "**Single Event Subscription**"). The Single Event Subscription will automatically expire following one hundred and twenty (120) days from the Effective Date of the applicable Order.
5. **Custom Awards Terms.**
- a. **Custom Awards.** In the event that Terryberry provides tangible goods that are manufactured by Terryberry ("**Manufactured Goods**") and to Customer or Customer's Authorized Users as set forth in an applicable Order, the Manufacturing Supply Agreement (set forth at <http://www.terryberry.com/manufacturing-supply-agreement/>) shall apply.