

Rewards Program Administration Agreement

This **Rewards Program Administration Agreement** (this “**Agreement**”) is made and entered into on the 13th day of June 2014 (“**Effective Date**”), by and between Thanks Again, LLC, a Delaware limited liability company (“**Thanks Again**”) and the City of Fresno (“**City**”), a California municipal corporation which owns and operates the Fresno Yosemite International Airport (“**FAT**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS:

WHEREAS, Thanks Again owns and operates a rewards program (the “**Program**”) which helps businesses maintain and build loyalty by enabling customers to seamlessly earn credits from one of several major airline frequent flyer programs (or other types of rewards) with each purchase;

WHEREAS, FAT desires to promote patronage of FAT parking facilities (“**Parking Operations**”) it operates for travelers;

WHEREAS, FAT desires to work with FAT concession operators (“**Concessions**”) to promote patronage of the Concessions; and

WHEREAS, FAT desires to develop an active listing of the people who utilize the FAT facilities so that it can more effectively market to, and communicate with, those people;

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the Parties hereby agree that the statements above are correct, and as follows:

Article I Program Basics

A. Program Website.

The Parties will set up an internet presence for the Program at FAT, either as separate pages on an Airport controlled website, as a stand-alone site, or at a customized landing page (URL) provided by Thanks Again at www.thanksagain.com/FAT (the “**Program Site**”), as selected by FAT. Thanks Again will provide the components of the Program Site needed to securely enroll customers and allow them to view their status and accrued points. Thanks Again will also set up a mobile enrollment URL.

B. Basic Operation.

The functionality that Thanks Again provides to the Program Site will enable customers to securely enroll by registering their credit or debit cards, and selecting their preferred type of reward. Thanks Again will then provide the processing of credit card data from the Parking

Operations and the Concessions so that enrolled customers (“**Members**”) will automatically accrue frequent flyer miles or their other selected rewards (“**Member Rewards**”) each time they pay with their registered cards at either the Parking Operations or at an enrolled Concession at FAT. Thanks Again will provide the accounting of the reward accruals, and the purchase and posting of the Member Rewards, as well as reporting functions, all as described below.

C. Solicitation of Concession Operators.

Within 30 days of the Effective Date, FAT shall notify the Concessions of the Program, provide information on the Program, and request that the Concessions enroll. However, no airline, hotel, gasoline station, rental car provider, off-airport parking service, or transportation service provider will be deemed to be a Concession for purposes of this Agreement. After such initial notification, FAT shall notify new Concessions within 30 days of commencement of business of the Program and request their enrollment.

D. Authorization of Concessions as participating FAT Merchants.

Thanks Again shall perform final coordination and shall set up each Concession account using standard Program enrollment documents, including an authorization (“**Merchant Authorization**” attached hereto as **Exhibit “A”**) for the major payment card networks (e.g., Visa, MasterCard, American Express) to provide matched transaction data to Thanks Again’s rewards processing platform, as described in Article III, Section A below. Concession operators that register shall be identified in the Thanks Again Rewards Program administrative documentation as “**FAT Merchants.**” Thanks Again will notify FAT, in writing, of completed Merchant Authorization by each Concession within five business days of the enrollment.

E. Marketing the Program to Customers.

FAT shall have the primary role in marketing the Program to FAT customers, and will provide, in its discretion, promotion of the program in the FAT facility, printed information to patrons of the Parking Operations, and other marketing of the Program. Specifically, Thanks Again shall provide FAT with designs for marketing materials but FAT will be responsible for the promotion, print and installation of marketing materials. Thanks Again shall promote the program to the Members, and shall provide such other consultation and assistance as the Parties deem to be appropriate. For instance, Thanks Again may provide business development support or promotional support outside of FAT, such as the solicitation of additional participating merchants in and around the greater Fresno area, which will contribute to the overall customer base of the Program. Thanks Again shall reasonably coordinate these services with FAT to maximize the joint effect of any launch effort.

F. Member Enrollment.

The Program Site will be developed by Thanks Again with input from FAT. The Program Site will include a page for customers to learn about the Program, as well as a link to a view of their accrued rewards (the "**FAT Member Page**"). The Parties shall jointly develop the enrollment functions, with the primary access for customers who want to enroll in the Program being through the FAT Member Page. In order to enroll, customers will register one or more payment cards, select their preferred type of award, and provide certain identifying information. Customers who so enroll shall be enrolled in the general membership of the Program, but shall be identified in the Program administrative documentation as "**FAT Members.**" However, as explained below, all Members shall be entitled to earn rewards at FAT Merchants.

G. Rewards Partner Participation.

The airlines and other entities from which Thanks Again purchases rewards are referred to as "**TA Rewards Partners.**" Thanks Again shall make available to the Members all rewards from any TA Rewards Partner that Thanks Again works with, provided that the TA Rewards Partners do not object to having FAT Merchants (or a particular FAT Merchant) as participating merchants in their reward programs. FAT may promote particular rewards as long as it complies with any requirements that Thanks Again is subject to with regard to the use of the TA Rewards Partner logo(s) or mark(s), which restrictions usually include having all materials that will include the marks pre-approved by the applicable TA Rewards Partner. FAT agrees to verify all conditions for use of any TA Rewards Partner names, logos, or marks with Thanks Again in advance of any use of such names, logos, or marks in program promotion, and to abide by any prohibitions or restrictions imposed by the applicable TA Rewards Partner, or by Thanks Again in its reasonable discretion, to protect the TA Rewards Partner and the Program. All contacts between FAT and TA Rewards Partners with regard to the Program shall be coordinated with Thanks Again in advance.

H. Use of Marks of the Parties.

FAT is authorized to use the Thanks Again name, marks, and copyrighted materials in interactions with the Concessions and Members or potential Members for the sole purpose of promoting and administering the Program at FAT, but must obtain Thanks Again's prior written approval for any duplicated or published use of the Thanks Again name, marks and copyrighted materials. Similarly, Thanks Again is authorized to use FAT's airport name (including "Fresno Yosemite Airport" and "FAT"), marks, and copyrighted materials in interactions with Concessions and Members or potential Members for the sole purpose of promoting and administering the Program at FAT, but must obtain FAT's prior written approval for any duplicated or published use of FAT's airport name, marks, and copyrighted materials. Each Party reserves the right, from time to time, to establish standards for the use of its name, marks, and copyrighted materials by the other Party. Upon termination of this Agreement, each party shall cease using all promotional items that incorporate the name, marks, and copyrighted materials of the other.

I. Exclusivity.

Thanks Again shall not provide, directly or indirectly, a rewards program, or rewards program administrative support for any parking facility (other than the Parking Operations) that provides service to customers who are utilizing the FAT airport facility. Any parking facility within 10 miles of the FAT airport facility will be presumed to provide service to customers who are utilizing the FAT airport facility.

Article II Program Fees and Member Rewards

A. Qualified Transactions.

Program fees and Member Rewards hereunder are based solely upon purchases of goods or services by a Member at the Parking Operations or a FAT Merchant, using a credit or debit card that the Member has registered with the Program, either via the Program Site or otherwise (“**Qualified Transactions**”). Qualified Transactions shall only include transactions with FAT Merchants at their FAT location (or such other location approved by FAT). Qualified Transactions shall include such transactions by all Members of the Program, whether or not they are identified as FAT Members.

B. Customer Rewards and Bonus Rewards.

Members shall accrue Member Rewards on Qualified Transactions at a rate of one airline mile (or mile equivalent) per one U.S. dollar spent at either the Parking Operations or a FAT Merchant. Members shall also accrue Member Rewards on cumulative Qualified Transaction spending at rates that shall be determined by Thanks Again based upon meeting an established minimum spending level during a specified time period. The current Bonus Member Rewards structure is described in **Exhibit B (“Bonus Member Rewards”)**. For purposes of determining a Member’s eligibility for Bonus Member Rewards, spending on Qualified Transactions at the Parking Operations and any FAT Merchant(s) shall be aggregated.

C. Loyalty Data Analytics Services.

Upon the initiation of data analytics services at FAT’s option, FAT shall pay Thanks Again an additional \$2,000 per calendar quarter to provide baseline loyalty data analytics reports (“**LDA Reports**”). The Data Analytics services shall include a quarterly report of: (a) top Members sorted by amount spent; (b) most frequent Members; (c) Member attrition (i.e., Members that have not transacted within a defined period); and (d) most valuable Members (calculated using frequency of spend, average transaction amount, and aggregate spend over a defined period of time). Thanks Again will also distribute two emails per month to targeted FAT Members. FAT is under no obligation to purchase such reports or additional services now or in the future, except for those payments required by section II.D below. Should FAT require additional analysis beyond the four standard reports listed above, or assistance with Member engagement strategies, Thanks Again will provide FAT with a quote for the additional requested services.

D. Fees and Payment.

Upon the execution of this Agreement, Thanks Again shall invoice FAT for a \$2,500.00 Launch Fee, which will be payable within 30 calendar days. After program launch, Thanks Again will invoice FAT for a \$6,000.00 fixed annual program fee (“**Program Fee**”). In addition, for all Qualified Transactions that occur at FAT, Thanks Again shall charge a fee (“**Transaction Fee**”). The Transaction Fee shall be 4% of the total amount of each Qualified Transaction. The total annual Transaction Fees shall not exceed \$6,000.00 for the initial one year term, commencing on the Launch Date. Thanks Again shall provide a monthly invoice to FAT on or about the first business day of each month. FAT shall remit payment to cover the invoice in full by the 30th calendar day following the date of the invoice.

E. Optional Program Fees.

FAT shall have the option of establishing supplemental rewards to be offered at the Parking Operations and /or the FAT Merchants. FAT may offer extra rewards for various special promotions and establish minimum threshold spend requirements for such extra rewards, all to the extent that the Program platform, without modification, supports the varying terms (collectively, “**Special Rewards**”). For all Member Rewards granted pursuant to Special Rewards, Thanks Again shall charge FAT an additional 4% of each Qualified Transaction for each reward increment of one mile or one mile equivalent. If the reward increment is not a whole number, then the 4% will be applied on a pro-rata basis. Rewards granted under the proposed program targeting heavy business travelers (“**Elite Business**”) shall be considered Special Rewards. The basic terms and structure of the Elite Business program are outlined in **Exhibit C**.

G. Cost of Rewards Adjustments

If one or more TA Rewards Partners increases the cost paid by Thanks Again for the Member Rewards, Thanks Again may provide FAT with notice thereof, and a proposed increase in the Program Fee and charges for Supplemental Rewards, with such increase being proportional to the increase in the cost of such rewards and the relative amount of that particular reward to all of the Member Rewards being purchased by Thanks Again. FAT will have the option of accepting the increase, or terminating this Agreement. The increase will go into effect after such 30-day notice unless FAT elects to terminate, in which case the termination shall be at the conclusion of the 30-days, or at such other time as is mutually agreed.

H. Reporting Qualified Transactions and Program Fees Accrued.

Thanks Again shall provide FAT with a comprehensive report representing all Qualified Transactions at the Parking Operations and at FAT Merchants (the “**Transaction Report**”). Thanks Again will provide FAT with a Transaction Report by the 10th business day of the month following the month in which the Qualified Transactions occurred.

I. Administrative Expenses.

Unless otherwise specified in this Agreement, each Party shall bear its own administrative expenses associated with the functions it shall perform pursuant to this Agreement.

J. Audit Rights.

FAT shall be entitled through the term and for three years thereafter to audit the accrual of Member Rewards, Bonus Member Rewards, and Special Rewards. The audit will take place during normal business hours at the primary location of Thanks Again's relevant business records. The audit shall be paid for entirely by FAT to the extent no discrepancy is identified in excess of 5% of the sums paid or payable by FAT to Thanks Again. All audit expenses, including travel, shall be payable by Thanks Again in case the audit identifies a discrepancy in excess of 5%. The audit rights do not create any obligation for FAT to monitor data processing performed by or on behalf of Thanks Again.

**Article III
Data Processing**

A. Transaction Information Access.

By agreeing to the Merchant Authorization, the FAT Parking Operations and the FAT Merchants will authorize each of the major payment card networks (this includes, but is not limited to Visa, MasterCard, American Express, Discover, Diners Club, Carte Blanche, JCB, and ATM Debit Card networks) to match all electronic payment transaction records that they capture on behalf of the merchant against Thanks Again's enrolled member card file on a daily basis, and to forward all matched electronic payment transaction records to Thanks Again's rewards processing platform. Thanks Again may analyze and use transaction data for operational purposes including computing the various reward amounts and associated administrative charges, as well as analyzing the performance of the Thanks Again Rewards Program. Thanks Again represents and warrants that the rewards processing platform it will use to process transaction data are, and will at all times remain, compliant under the PCI and CISP standards. These requirements include mandated security audits to ensure that all sensitive data is protected and secure. Thanks Again shall not store any data either on its servers, the City's servers or any subcontractor or third party's servers, that includes complete credit card numbers, expiration dates, or security code information.

B. Restrictions on Use and Protection of Member Information.

The Parties may utilize the FAT Member information in a manner that is consistent with the Member registration disclosure and options for use of such information. Thanks Again and FAT shall both fully comply with all state and federal law, rules and restrictions of Visa, MasterCard, American Express, Discover, the relevant payment card processors, and Golden Retriever Systems, a wholly owned subsidiary of Total System Services, Inc., as such laws and rules apply to security of customer information, privacy and solicitations (collectively, “**Security and Privacy Requirements**”). Neither FAT nor Thanks Again will enable any person or entity to which they have provided FAT Merchant or FAT Member data to breach the Security and Privacy Requirements and each shall individually take all commercially reasonable steps necessary to prevent, stop, and rectify any violations of the Security and Privacy Requirements by persons or entities to which they have provided FAT Merchant or FAT Member data.

**Article IV
Confidentiality**

Thanks Again acknowledges that FAT is subject to an open records act or other legal limitations on confidentiality. To the extent permitted by law, each Party hereby agrees that it and its officers, agents and employees will maintain confidential information disclosed to it by the other Party and its employees and agents, including, without limitation, all information regarding its business and business operations, program performance, business plans, strategy, technology, product information, and all other information designated by such Party as confidential (collectively the “**Confidential Information**”), completely confidential and shall not use such Confidential Information for any purpose other than to fulfill its obligations under this Agreement or as otherwise contemplated by this Agreement and shall not disclose such Confidential Information to any third party at any time without the prior written consent of the disclosing Party. Notwithstanding the foregoing, “Confidential Information” will not include information that:

- (a) at the time of its disclosure, is published or generally known to the public;
- (b) following disclosure, is published or becomes generally known to the public through no fault of the receiving Party;
- (c) is disclosed by the receiving Party as required by applicable law;
- (d) is rightfully obtained by the receiving Party from a third party(s) who had no obligation to protect the information, and otherwise violated no legal obligation in disclosing the information; or
- (e) is independently developed by the receiving Party, as evidenced by written records.

Article V Indemnification

A. Insurance

During the Term of this Agreement, each Party shall maintain general commercial liability insurance in an amount of at least \$1,000,000 per occurrence. Each Party will provide to the other Party reasonable evidence of its insurance and notice within 30 business days of any cancellation of its coverage or reduction in coverage from the minimum requirements stated herein.

Without limiting any of the obligations or liabilities of Thanks Again, Thanks Again shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, insurance policies of the kind and limits listed below and with insurers with an A.M. Best's Rating of not less than A-VIII at all times. Accordingly, Thanks Again will maintain the following insurance requirements: Cyber Liability insurance with an annual aggregate of \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

B. Thanks Again's Indemnification Commitment

Thanks Again agrees to indemnify, defend and hold harmless FAT, and its commissioners, members, directors, officers, employees and agents (each a "**FAT Indemnitee**" and collectively the "The FAT Indemnitees") from and against any and all claims incurred by or asserted against any FAT Indemnitee of whatever kind or nature, arising from, in connection with, or occurring as a result of the breach of any warranty, covenant, obligation, agreement or any misrepresentation by Thanks Again under this Agreement, or arising out of any negligence or willful misconduct of Thanks Again or its employees or agents in connection with this Agreement. The foregoing shall be in addition to any rights that any FAT Indemnitee may have at common law or otherwise.

C. FAT's Indemnification Commitment

FAT agrees to indemnify, defend and hold harmless Thanks Again, its members, directors, officers, employees and agents (each a "**Thanks Again Indemnitee**" and collectively the "Thanks Again Indemnitees") from and against any and all claims incurred by or asserted against any Thanks Again Indemnitee of whatever kind or nature, arising from, in connection with, or occurring as a result of the breach of any warranty, covenant, obligation, agreement or any misrepresentation by FAT under this Agreement, or arising out of any negligence or willful misconduct of FAT or its employees or agents in connection with this Agreement. The foregoing shall be in addition to any rights that any Thanks Again Indemnitee may have at common law or otherwise.

D. Limitation of Liability

In no event shall any Party to this Agreement be liable to any other Party for any incidental, special, punitive or consequential damages, any lost profits or lost data, or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise, even if a Party has been advised of, or otherwise has knowledge of, the possibility of such damages. In addition, each Party agrees that any other Party's liability under this Agreement, and regardless of the form of action – whether arising in contract, tort (including negligence) or otherwise – shall be limited to \$100,000. These limits shall not, however, apply to any Party for: (i) any claims of infringement of any patent, copyright, trademark or other proprietary right, (ii) liability for bodily injury (including death), (iii) damage to tangible property, (iv) theft, (v) gross negligence or willful misconduct; or (vi) duty to indemnify, defend and hold harmless under this Article.

Article VI Term & Termination

The term of this Agreement shall commence on the Date of Execution, and expire on September 30, 2015, subject to the right of either Party to terminate its participation at any time without cause upon 30 days' prior written notice to the other Party. This Agreement may be renewed for two one year periods after the initial term, unless either Party gives to the other Party written notice of intention to terminate the Agreement 30 days prior to the renewal date. The ability to terminate without cause shall apply to the Parking Operations and FAT Merchants portion of the Program separately, and either Party may terminate as to either or both of those portions of the Program as provided in this Article.

Without affecting the ability to terminate without cause, either Party may terminate this Agreement, again as to either or both of the Parking Operations and FAT Merchants portion of the Program, upon written notice to the other Party for any of the following reasons:

- A. If the other Party admits its inability to pay its debts as they become due.
- B. Proceedings under any bankruptcy or insolvency laws shall have been instituted against the other Party or a receiver shall have been appointed for such party for any of its assets or properties and such proceedings or appointment is not vacated or stayed within 30 days.
- C. If the other Party ceases doing business or assigns or attempts to assign this Agreement.
- D. If the other Party breaches any material provision in this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching Party.

- E. In the event that either Party terminates this Agreement because of a material breach, the non-breaching Party shall be entitled to such damages as may be available at law or in equity.

Effective 12:01 AM, PST on the termination date, neither Party will be obligated to the other Party for any fees and rewards incurred. Both Parties shall be obligated to such transactions occurring up to the termination date in accordance with the terms of this Agreement. Termination of this Agreement does not affect Thanks Again's relationship with its Members, and Thanks Again will remain obligated to its Members for rewards.

Article VII Notice

All notices required hereunder shall be in writing and delivered in person or by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier, or by facsimile with confirmed transmittal report. Such notices shall be addressed as follows:

To Thanks Again: Thanks Again, LLC
1015 Tyrone Road, Suite 820
Tyrone, Georgia 30290
Attention: Chief Operating Officer
Facsimile: 770-969-3611

To FAT: Fresno Yosemite International Airport
4995 E. Clinton Way
Fresno, CA 93727
Attention: Director of Aviation
Facsimile: 559-251-4825

All notices shall be deemed given in writing when delivered in person or faxed with confirmed transmittal report, or upon the earlier of actual receipt or the third business day after depositing said notice with an overnight courier or in the United States mail with proper postage affixed thereto. Any Party may, from time to time, designate alternate people or addresses to which subsequent notices shall be sent by sending a notice of such designation in accordance with this Article.

Article VIII
Miscellaneous

A. Relationship of the Parties

In making and performing this Agreement, the Parties are acting, and intend to be treated, as independent entities and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between the Parties.

B. Choice of Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In case of any dispute, controversy or claim arising out of or relating to this Agreement, such dispute shall be submitted for mediation in Fresno County, California prior to initiation of litigation. Either Party to the dispute may give written notice to the other Party of its desire to mediate in which event a mediation session must be scheduled within 30 days after the date that such notice is given and commenced within 45 days. The Parties must jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of mediation, which costs shall not include costs incurred by a Party for counsel. The venue for any litigation involving this Agreement shall be Fresno County, California.

C. Assignment.

This Agreement may not be assigned without the prior written consent of the other Party.

D. Modification/Amendment.

This Agreement represents the entire agreement of the Parties and shall supersede any and all previous contracts, arrangements or understandings between the Parties, whether oral or written. This Agreement may only be amended by a written instrument referencing this Agreement, and any such amendment(s) must be signed by an authorized representative of Thanks Again and FAT.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the dates set forth below.

THANKS AGAIN, LLC

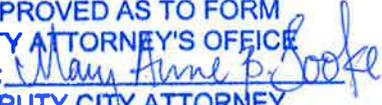
By: 
Edmund D. Puckhaber, President

Date: 8-13-14

The City of Fresno

By: 
Kevin Meikel, Director of Aviation

Date: 8-14-14

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: 
DEPUTY CITY ATTORNEY

Aug. 14, 2014

ATTEST:

YVONNE SPENCE, CMC
CITY CLERK

By: 
Deputy

8/14/2014

**Exhibit A
Form of Merchant Authorization**



**Merchant Authorization Letter
(FAX Signed Authorization Letter to 770-456-5966)**

_____		_____		
DBA Name of Merchant		Contact Name		
_____		_____		
Street Address		City, State, Postal Code/Zip Code		
____/____/____	_____	_____	_____	
Month	Day	Year	Contact Phone	Contact Email Address

The above named merchant hereby confirms that it has chosen to participate in the Thanks Again Program and authorizes each of the major payment card networks (this includes, but is not limited to Visa, MasterCard, American Express, Discover, Diners Club, Carte Blanche, JCB, and ATM Debit Card networks) to match all electronic payment transaction records that they capture on behalf of the merchant against Thanks Again's enrolled member card file on a daily basis, and to forward all matched electronic payment transaction records to Thanks Again's rewards processing platform.

The above named merchant is providing on an attached list, and will update periodically, all of its applicable Visa/MasterCard Merchant ID numbers (MIDs), Discover Merchant IDs, and American Express Service Establishment numbers (SEs) to allow the major payment card networks to identify all applicable Thanks Again Program transactions.

Very truly yours,

Authorized Signature

Written Name of Authorized Signar

Exhibit B
Bonus Member Rewards

Members of Thanks Again will be awarded 5,000 bonus miles (or equivalent rewards the Member has selected) if the Member spends \$1,000 or more during a calendar quarter. Bonuses are based on each member's qualifying spending at participating Thanks Again businesses. There is only one such bonus available to a Member each calendar quarter, thus spending \$2,000 would not earn an additional bonus. The bonus rewards program is subject to change by Thanks Again upon notice to its Members and business partners, including FAT .

Exhibit C
Elite Business Program

FAT shall have the option of establishing Special Rewards for targeted companies or organizations (“Elite Business”). FAT will identify Special Reward amounts to be offered, not to exceed annual reward amounts (if applicable), minimum spend requirements (if applicable), and schedule for program implementation. Thanks Again will create a customized enrollment page for the targeted company or organization. For Member Rewards granted pursuant to Special Rewards, Thanks Again shall charge FAT an additional 4% of each Qualified Transaction for each reward increment of one mile or one mile equivalent. If the reward increment is not a whole number, then the 4% will be applied on a pro-rata basis.