MASTER PREPAID STORED VALUE CARD AGREEMENT

THIS MASTER PREPAID STORED VALUE CARD AGREEMENT (the "**Agreement**"), dated this 25 day of January, 2016 (the "**Effective Date**"), is entered into by and between ACADEMY ADMINISTRATIVE SERVICES LLC, a Virginia limited liability company located at 1800 North Mason Road, Katy, Texas 77449 ("**Company**"), and INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida Corporation, with its principal place of business at 250 Williams Street, 5th floor, Suite 5-2002, Atlanta, GA 30303 ("**InComm**") (each, a "**Party**" and collectively the "**Parties**").

WHEREAS, InComm has an established marketing and distribution network for stored value products that includes: (a) retailer companies that operate brick and mortar, web-based, or mobile commerce-based retail stores ("**Retailers**"); (b) corporate clients ("**Clients**") that offer or manage their own loyalty, award, and promotional programs ("**Loyalty Programs**"); and (c) corporate clients that manage Loyalty Programs on behalf of their respective corporate clients ("**Resellers**") (each, a "**Channel Partner**" and, collectively, the "**Channel Partners**");

WHEREAS, InComm: (a) enables providers of prepaid and stored-value products to sell their products through multiple Channel Partners, and through the provider's own website or retail locations and websites; and (b) provides related products and services in connection with the sales of prepaid and stored-value products;

WHEREAS, Company owns and operates retail stores, in the United States and an internet e-commerce website (www.Academy.com), including all subsidiary and related domains (the "**Company Stores**");

WHEREAS, Company markets, sells, and promotes various prepaid or stored-value products each of which operate through unique card numbers, Digital Codes or personal identification numbers (collectively, the "**Company Products**"), and are redeemable by consumers for merchandise or services at the Company Stores (collectively, the "**Company Products Program**"). Such Company Products include, without limitation, gift cards, digital codes and other prepaid or stored-value products described in any Statement of Work attached hereto; and

WHEREAS, Company desires to contract with InComm to distribute the Company Products and to provide certain services related to the Company Products as described in this Agreement and the Statements of Work.

NOW, THEREFORE, in consideration of these premises, and the covenants and mutual promises contained in this Agreement, the Parties hereto agree as follows:

1. BACKGROUND

1.1 Structure of the Agreement. This Agreement includes each of the exhibits and Statements of Work attached to this Agreement. Unless otherwise expressly stated, references to specific exhibits include all numbered subsidiary exhibits and schedules.

1.2 Order of Priority. In the event of a conflict between (a) a provision in the body of this Agreement and a provision in an Exhibit, the provision in the body of this Agreement shall control; or (b) a provision in this Agreement or an Exhibit to this Agreement and a provision in a Statement of Work, the provision in this Agreement or the Exhibit to this Agreement shall control (except for express deviations from a specific provision in this Agreement or the Exhibit that are agreed to by the Parties in a Statement of Work in accordance with **Section 2.1**.

1.3 Definitions. The capitalized terms used in this Agreement without definition shall have the meanings given to them in **Exhibit 1 (Definitions)**.

2. SERVICES

2.1 Statements of Work. The Parties shall work together in good faith to enter into additional Statements of Work, all of which will include a description of the Services to be provided ("**Statement of Work**"). Each Statement of Work entered into will be governed by the terms and conditions of this Agreement. If the Parties agree to modify a provision of this Agreement as applicable to a specific Statement of Work, such Statement of Work must explicitly identify the provision to be modified and state the modifications made to such provision. With respect to each Statement of Work, unless otherwise agreed upon by the Parties, InComm shall begin performing the Services required under the Statement of Work on the SOW Effective Date and shall continue performing the Services throughout the SOW Term or the Term, as applicable.

2.2 Programs Offered. The programs and Services in which Company elects to participate that relate to the Company Products are described in Statement of Work No. 1 (Third Party Retail Programs) and Statement of Work No. 2 (Business-to-Business – Loyalty, Award and Promotional Programs), attached hereto, and any additional Statements of Work which are entered into pursuant to and governed by this Agreement.

2.3 Company Products.

a. InComm shall perform the Services and distribute the Company Products pursuant to this Agreement and each Statement of Work to the Channel Partners approved in writing by Company, which are currently set forth in Exhibit 2 to the Agreement (the "**Approved Channel Partners**"), from the full list of Channel Partners described in **Exhibit A to Statement of Work No. 1 (Channel Partners)** as updated semi-annually by InComm, which such list of Approved Channel Partners being updated by mutual written agreement of the Parties (email acceptable) each time Company approves a Channel Partner in accordance with the approval process set forth in the applicable Statement of Work. InComm shall perform its obligations in accordance with reasonable and applicable industry standards.

b. As between the Parties, InComm will, after its receipt of Company Products, be responsible for the safekeeping of all un-Activated Company Products in its or the Approved Channel Partners' possession. As between the Parties, InComm will be responsible for correcting, remediating, to the extent commercially feasible, and reimbursing Company for any Losses resulting from:

(i) any Company Products that are lost, stolen, damaged, destroyed or incorrectly distributed while in the possession of InComm or the Approved Channel Partners; and

(ii) any Company Products that are improperly Activated, corrupted, incorrectly transmitted or mis-loaded by InComm or the Approved Channel Partners with a higher or lower amount than what was purchased by the consumer of the Company Product, (collectively with subsection i. above, "**Product Losses**").

InComm will promptly work in good faith with Company to correct any such errors and reimburse Company for any Product Losses to the extent caused by InComm or its Approved Channel Partners, whether such Product Losses are discovered by InComm or Company. Notwithstanding the foregoing, Company, not InComm, is responsible for correcting and remediating any

Product Losses that are the result of the acts or omissions of Company or Company's third-party service provider(s).

c. Company shall be solely responsible for providing the Company Products Program to any consumer who presents a Company Product for redemption to any of the Company Stores including, without limitation: (i) ensuring that Company's systems properly record and track the stored value paid by each consumer for a Company Product; (ii) decrementing the stored value as each Company Product is utilized by a consumer; and (iii) providing customer support to consumers for the Company Products.

d. Company shall be solely responsible for ensuring that the Company Products and any related packaging must: (i) conform to and be designed in a manner consistent with the InComm specifications set forth in **Exhibit 3 (InComm Specifications)** and any changes to such specifications must be commercially reasonable and provided in sufficient time prior to Company Product production; (ii) not violate or infringe upon any other entity's intellectual property right, including patent, trademark, or copyright; and (iii) comply with applicable Law and Regulations. Company is solely responsible for all disclosures, terms, and conditions required to be included on the Company Products and any related packaging, including, without limitation, all disclosures and terms and conditions required by applicable Law. In the event a Company Product fails to Activate, the Parties will work together in good faith to address and resolve such failure.

2.4 Materials. InComm shall be responsible for providing all labor, materials, services, facilities, equipment and other resources necessary to perform the Services and meet its obligations under this Agreement, excluding any labor, materials, and other resources necessary for Company to perform the obligations explicitly identified in this Agreement and each Statement of Work as being performed by Company or on behalf of Company.

2.5 Other Obligations.

a. Non-Exclusive Arrangement.

(i) Company will not enter into any arrangement with a third-party distributor of prepaid or stored-value products that: (w) grants exclusivity in a specified retailer(s) or specified retail channels (e.g. the grocery retail channel or the specialty retail channel); (x) grants exclusivity in specified distribution programs (e.g. brick-and-mortar, online, or mobile distribution, secondary market distribution, or distribution into Loyalty Programs); (y) provides a third-party distributor with a right of first refusal for distribution of Company Products into any retailers, retail channel, or distribution program; or (z) requires Company to withdraw its approval of and/or cease distributing in any Approved Channel Partners or prohibits or explicitly restricts Company's ability to distribute with InComm to Channel Partners. For clarity, Company shall not be deemed to have violated this **Section 2.5** by entering into an agreement with a third-party distributor of prepaid products who has negotiated a separate agreement with a retailer or customer of such distributor that (a) provides the distributor with exclusive rights or a right of first refusal with respect to: specified retailers, retail channels, or retail programs, or (b) otherwise prohibits or explicitly restricts the ability of distributor from distributing with InComm to Channel Partners. For the avoidance of doubt, the retailer and/or customer of the third-party distributor referenced in the foregoing sentence shall not include Company.

(ii) InComm will not enter into a third-party distribution arrangement with a Company Competitor for InComm's distribution, sale, and activation of such Company Competitor's prepaid or stored-value products that prohibits or explicitly restricts (other than through competitive pricing) InComm from distributing Company Products to Approved Channel Partners. For the avoidance of doubt, in the event an Approved Channel Partner declines to distribute Company Products, such event is not a violation of this section.

(iii) Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement is a non-exclusive arrangement between Company and InComm and that each Party may, without penalty, and so long as such Party does not violate the terms of **Section 2.5**, obtain from a third party any service, activity, responsibility or task and may perform any such service, activity, responsibility or task internally.

b. Non-Circumvention. During the Term and subject to the termination rights of Company, Company will not enter into arrangements with any Channel Partner that purchases prepaid or stored-value products from InComm or any of its Affiliates, in order to establish a direct relationship with such Channel Partner in connection with the distribution and sale of the Company Products;

c. Equitable Relief. Notwithstanding any provision of this Agreement to the contrary, each Party acknowledges and agrees that any breach or attempted breach of its obligations in **Section 2.5** will cause the non-breaching Party to suffer irreparable injury, including, but not limited to, harm to goodwill, diminishment of competitive positions in the marketplace, and lost opportunities to distribute unique products, the dollar value of which will be difficult, if not impossible, to determine, and for which money damages will not provide complete relief. Therefore, in the event of any such breach or attempted breach of **Section 2.5** of this Agreement, the non-breaching Party will be entitled to seek temporary or permanent injunctions and orders of specific performance enforcing its rights under this Agreement. To the extent permitted by Law, such relief will be available without the necessity of posting a bond, cash, or other collateral. Such equitable relief will be in addition to, and in no way will limit, any other rights or remedies that a Party may have at law or in equity.

2.6 Cooperation. InComm acknowledges that it will be performing the Services in a multi-vendor environment and agrees to coordinate its responsibilities with the efforts of third party providers, which coordination efforts may include proactively communicating with the third party providers regarding Service issues and coordination issues, scheduling meetings for discussion and exchange of information as appropriate and providing guidance to the third party providers with respect to InComm's provision of the Services. InComm further agrees to cooperate with the third party providers, at no additional charge, so as to allow such third party providers to provide any services (including services similar to the Services) or products in an integrated and seamless manner without disruption to Company's business. For the avoidance of doubt, Company is solely responsible for any and all costs and fees relating to its obligations set forth in this Agreement and each Statement of Work including, without limitation, costs and fees related to the services to be performed by Company, Company Agents, and any third-party performing on Company's behalf, except where InComm will cover costs and fees as expressly set forth in the Agreement.

3. TERM OF AGREEMENT

3.1 Initial Term. Unless earlier terminated or extended as provided herein, the initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and continue thereafter until the later of the following: (a) March 1, 2019, and (b) the termination or expiration of all Statements of Works entered into pursuant to this Agreement.

3.2 Extension Period. The Agreement will automatically extend after the Initial Term for successive, consecutive terms of two (2) years, (each, an "**Extension Period**") on the same terms and conditions (including price) unless either party gives notice of termination at least sixty (60) days prior to the expiration of the Term in effect or unless otherwise terminated in accordance with the termination provisions hereof. The Initial Term and each Extension Period shall collectively be referred to as (the "**Term**"). In the event that this Agreement expires or is terminated during an active SOW Term, then this Agreement shall continue in effect with respect to the applicable Statement of Work until the expiration or termination of the applicable Statement of Work or unless otherwise terminated in accordance with the termination provisions of this Agreement or the applicable Statement of Work.

3.3 SOW Term. Unless earlier terminated or extended as provided herein, the initial term of each Statement of Work shall commence on the effective date specified in the Statement of Work or, if unspecified, the effective date of this Agreement or the amendment or addendum adding such Statement of Work (the "**SOW Effective Date**") and, unless otherwise stated, continue thereafter for the Term of the Agreement. Statement of Work Nos. 1 and 2 are effective as of the Effective Date of this Agreement.

4. REPORTING, PAYMENT, TAXES

4.1 Reporting. For all Company Products, InComm will prepare and provide a summary report to Company each month detailing the following: (a) the number of activated Company Products sold and, if applicable, deactivated ("**Returns**") during the previous month; (b) total gross sales for the Company Products; (c) the Commission (as defined in **Section 4.2**, below); and (d) the gross sales and Returns for each Channel Partner. InComm will deliver the summary report to Company on or before the fifth (5^{th}) day of the month that is detailed in such summary report. InComm also will make available to Company access to InComm's daily report in an electronic format, detailing the number of Company Products activated or sold, the card number associated with the Company Product, the face amount of the Company Product, the date of the sale, the store name, and the number of deactivated Company Product.

4.2 Payment. No later than thirty (30) days after the end of each month, InComm will remit payment to Company for the full face or load value of the activated Company Products sold that month, minus (a) a commission equal to five percent (5%) of the face or load value of the activated Company Products sold (the "**Commission**") and (b) the net face or load value of all Returns during the applicable period (the "**Net Sales**"). The Commission may be adjusted upon mutual written agreement of the Parties from time-to-time based upon the then current competitive environment. Additional or alternative payment terms applicable to certain programs or services in which Company may participate may be set forth in a Statement of Work and in the event any such payment terms conflict with this **Section 4.2**, the payment terms set forth on such Statement of Work will control.

4.3 Supply Chain Fees. Company will remit to InComm a supply chain management fee of $0.04 per Company Product received from Company or Company's supplier at an InComm distribution center ("**Supply Chain Fee**"). InComm will deliver invoices for all amounts owed for such Supply Chain Fees on a monthly basis to Company's designated email address. The invoiced amount will equal the total number of Company Products received at an InComm distribution center each month multiplied by $0.04. Company will remit all amounts contained in each invoice to InComm without any deduction, revision, or set-off no later than thirty (30) days after Company's receipt of such invoice from InComm. In the event of a late payment, in addition to any other rights available in this Agreement, at law, or in equity, InComm has the right to withhold such unpaid Supply Chain Fee amounts against amounts owed to Company as described in **Section 4.2** of the Agreement until InComm has received payment in full of all outstanding Supply Chain Fees. The Supply Chain Fee is in addition to and is not in lieu of the Commission set forth in **Section 4.2** above.

4.4 Taxes. Company bears sole financial responsibility for any and all sales, use, or service taxes ("**Transaction Taxes**") imposed on or arising from the Services provided under this Agreement; provided, that InComm identifies such Transaction Taxes as a separate line item on the invoice for the

Services to which such Transaction Taxes apply. In the event that InComm fails to invoice Company for Transaction Taxes or fails to pay such Transaction Taxes to the appropriate taxing authority, InComm shall be responsible for any resulting fines, penalties and interest. Prior to or contemporaneously with Company's execution of this Agreement, Company will provide InComm with any resale certificates or other legally sufficient exemption certificates for applicable Transaction Taxes; *provided, however*, that if any resale certificate or other ground for exemption furnished by Company to InComm is found to be insufficient and there is a claim against InComm for any Transaction Taxes because of such insufficiency, Company will hold InComm harmless from and against any and all liability for such Transaction Taxes. InComm is not financially responsible for any Transaction Taxes imposed on or arising from (a) Company's use or consumption of any product or service transferred to Company for which Company provided a resale certificate and (b) any transaction between a Company and such Company's patrons, and Company will hold InComm harmless from and against any and all liability for such Transaction Taxes. The parties will cooperate in the administration and application of any Transaction Taxes that may arise under this Agreement. Notwithstanding the foregoing, as between the Parties, InComm shall be responsible for all taxes arising out of or in connection with any transactions between InComm and any Approved Channel Partners and InComm shall hold Company harmless from and against any and all liability for such taxes.

5. TITLE

5.1 Title to InComm Technology. Title and ownership to InComm's technology that may be utilized to provide Services related to the Company Products, including, without limitation: (a) any communications specifications supplied by InComm; (b) InComm's FastCard POSA System and any other point-of-sale activation system provided by InComm or its Affiliates; (c) InComm's FastPIN Electronic PIN Delivery System and any other product fulfillment technology provided by InComm or its Affiliates; (d) any application program interface ("**API**"), mobile application, or mobile web applications; and (e) any other technology of InComm or its Affiliates used to provide services under this Agreement (collectively, the "**InComm Technology**"), will remain vested solely in InComm. InComm will own any modifications, alterations, or improvements to the InComm Technology by Company, and Company hereby agrees to assign any rights in the same to InComm. Company does not have any ownership rights or other rights to the InComm Technology. During the Term, Company is a beneficiary of InComm's IP and Technology as such relates to the distribution and sale of Company Products pursuant to this Agreement and InComm will, to the extent necessary to provide the Services, enable Company and Company Agents to utilize the InComm Technology on Company's behalf.

5.2 Company Products. Subject to the terms set forth in **Section 2.3b**, the Parties acknowledge and agree that, as between the Parties, Company shall own all right, title and interest in and to the Company Products until the Company Product is Activated in connection with the sale to a consumer or Approved Channel Partner. InComm and InComm Agents shall not have a lien on any Company Products in its or its InComm Agents possession, custody or control for any sums due at any time to InComm from Company and shall have no right to sell or dispose of such Company Products (except in the provision of the Services to Company). InComm undertakes not to directly create or do any act, deed or thing which would result in the creation of any lien or encumbrance on the Company Products or any other assets belonging to Company or its Affiliates.

5.3 Company Data, Reports and Output. All Company Data is, or shall be, and shall remain the property of Company. Additionally, Company shall own any output, reports or other deliverables produced by InComm for Company in connection with the provision of the Services. Upon Company's request, InComm shall to the extent possible and with its best efforts promptly return all Company Data to Company or destroy all Company Data. Company Data shall be returned to Company at Company's cost using a format and means reasonably specified by Company.

6. MARKS

6.1 Company hereby grants to InComm, and InComm hereby accepts, a non-exclusive limited, terminable right and license to use the marks set forth in **<u>Exhibit 4 (Licensed Marks)</u>** ("**<u>Licensed Marks</u>**") in connection with InComm's performance of the Services, solely within the [United States, including, for clarity, any United States territories and military installations] (the "**<u>Territory</u>**") and in accordance with this Agreement.

6.2 InComm shall obtain the express written approval of Company for each proposed use of the Licensed Marks in accordance with **<u>Section 6.3</u>**.

6.3 Prior to its use of any Licensed Mark, InComm shall produce or deliver to Company for review and approval a sample of each proposed use of such Licensed Mark, including any proposed change by InComm involving any alteration in the content, structure, design, or quality of any previously approved uses. Within thirty (30) days of receipt of such sample, Company shall, at its sole and absolute discretion, approve or disapprove such proposed use. In addition to any other inspection rights contained herein, within ten (10) days of any Company request, InComm shall provide samples of any promotional or advertising materials incorporating the Licensed Marks for review by Company.

6.4 Except for the license granted to InComm in **<u>Section 6.1</u>** to use the Licensed Marks for the provision of the Services, the Parties agree that nothing contained in this Agreement shall be construed as an assignment or grant to InComm of any right, title or interest in or to the Licensed Marks, and that all such rights are reserved by Company. Any and all rights in the Licensed Marks under any applicable trademark or copyright law, or any other property rights in the Licensed Marks shall inure to the benefit of and be the exclusive property of Company. In the event that any right, title or interest in any Licensed Marks vests in InComm, InComm hereby assigns, transfers and conveys to Company such right, title and interest including, *<u>without limitation</u>*, any trademark or copyright, moral rights, equities, good will, or other rights or interests in and to the Licensed Marks. Furthermore, InComm will execute any instruments reasonably requested by Company to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without additional consideration other than the mutual covenants and considerations of this Agreement.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 <u>InComm</u>. In addition to the representations and warranties of InComm elsewhere under this Agreement, InComm represents, warrants, covenants, and agrees that:

a. it is authorized to enter into this Agreement, and its entry into and performance of its obligations under this Agreement do not violate, and will not cause a default under, any other agreement to which InComm is or becomes a party;

b. it will perform the Services in accordance industry standards and generally accepted best practices and the specifications set forth in this Agreement or the applicable Statement of Work;

c. Intentionally Left Blank.

d. it shall provide the Services and perform its obligations under this Agreement and each Statement of Work in compliance with Laws and Regulatory Requirements;

e. it shall, at its sole cost and expense, obtain, maintain, and comply with all third party consents or approvals from Approved Channel Partners for InComm's provision of the Services and the marketing and distribution of the Company Products through Approved Channel Partners; (i) any use of the Licensed Marks will comply with all applicable Laws and Regulatory Requirements, provided, however, that Company is solely responsible for ensuring it has the right to use such Licensed Marks as set forth in **Section 7.2d**; (ii) InComm undertakes and agrees not to use the Licensed Marks in any manner whatsoever which would directly derogate or detract from its reputation; (iii) InComm shall not represent in any direct manner that it has any ownership interest in any Licensed Mark; and (iv) InComm will cause to appear on or within all advertising, promotional or display materials incorporating or bearing the License Marks, any appropriate trademark or copyright notices required by Company; and

f. the Services and the InComm Technology shall not infringe upon the IP rights of any third party or misappropriate any trade secret, confidential information or other proprietary right of a third party.

7.2 Company. In addition to the representations and warranties of Company elsewhere under this Agreement, Company represents, warrants, covenants, and agrees that:

a. it is authorized to enter into this Agreement, and its entry into and performance of its obligations under this Agreement do not violate, and will not cause a default under, any other agreement to which Company is or becomes a party;

b. it shall fully perform its obligations under this Agreement and each Statement of Work in compliance with Law and Regulatory Requirements;

c. the Company Products, Company Product packaging, disclosures, and all point-of-sale materials (including, without limitation, redemption instructions for the Company Products) created by Company have been or shall be produced and delivered in full compliance with Law and Regulatory Requirements, and shall not infringe upon, misappropriate or violate any other party's IP rights;

d. to the extent Company's Licensed Marks are used in furtherance of a Party's obligations under this Agreement, Company or its Affiliates has the right to use, whether by ownership or license, such Licensed Marks, and the authorized use thereof does not violate any agreement binding upon Company nor any IP of any person; and

e. it shall accept any Company Product presented with a stored value and will redeem the value stored on the Company Product as if presented in United States Currency.

f. it shall, at its sole cost and expense, obtain, maintain, and comply with all third-party approvals or consents, if any, for the performance by Company of its obligations under this Agreement;

8. AUDIT AND RECORD RETENTION

8.1 Record Retention. During the Term, InComm shall retain records and supporting documentation sufficient to verify, within the immediately preceding twelve (12) month period, the (a) the Net Sales and Commission under this Agreement; (b) the Services, Company Products Sold, Channel Partner sales and Returns of Company Products; and (c) all other related transactions, reports and filings resulting from InComm's performance of this Agreement; all in a manner sufficient to permit audits in accordance with **Section 8.2**. Company may request during the Term a copy from InComm of its SSAE 16 SOC 1 – Type II annual audit report.

8.2 Audit. During the Term, Company shall have the right, at its expense, either directly or through a representative (an "**Auditor**"), to inspect and audit InComm's books and records relating the: (a) Net Sales and Commission under this Agreement, (b) performance of the Services, Company Products Sold, Channel Partner sales and Returns of Company Products, and (c) compliance by InComm and InComm Agents with this Agreement and applicable Law (an "**Audit**"). If Company uses any qualified and reputable Auditor to conduct such Audit, such Auditor execute InComm's standard non-disclosure agreement. Audits shall (i) take place during the normal business hours of InComm; (ii) shall be conducted in a manner that does not unreasonably interfere with InComm's normal business operations; and (iii) occur not more than one (1) time per calendar year: (iv) take place upon no fewer than thirty (30) days' written notice; and (v) not take place between October 1 and January 15 of any year. If any Audit conducted pursuant to this **Section 8.2** uncovers any overcharge by InComm or any failure by InComm to comply with this Agreement or applicable Laws, InComm shall promptly refund to Company the amount of such overcharge and correct such non-compliance with this Agreement or applicable Laws. If Company discovers an error that results in Company owing amounts to InComm, Company shall promptly pay such amounts to InComm. If an Audit identifies an overpayment that is greater than five percent (5%) of the amount actually due during the period audited or any material breach relating to payment owed to Company by InComm, then InComm shall also reimburse the Company for the actual cost of the audit.

8.3 Impact on Discovery. The exercise by Company of the audit right provided in **Section 8.2** shall not limit or restrict the discovery rights of Company or the admissibility of any of the audit results in connection with a legal proceeding; provided that InComm shall have the right to seek any appropriate protective orders related to such audit results to be used in connection with a legal proceeding.

9. CONFIDENTIALITY AND DATA SECURITY

9.1 Confidential Information. From time to time, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), whether orally, electronically or in physical form, confidential or proprietary information of or in the possession of the Disclosing Party (including confidential or proprietary information of a third party that is in the possession of the Disclosing Party) in connection with this Agreement. The term "**Confidential Information**" shall include all information and data which at the time of disclosure either: (a) is marked as "Confidential" or "Proprietary", (b) is otherwise reasonably identified as the confidential or proprietary information of the Disclosing Party, or (c) should reasonably be understood to be confidential or proprietary information of the Disclosing Party given the nature of the information and the circumstances surrounding its disclosure. Neither Party shall disclose the Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party and shall only access and use the Confidential Information as required to and for the limited purpose of performing its obligations under this Agreement; *provided, that* each Party may disclose Confidential Information of the other Party to its employees, contractors and professional advisors who need to know such information in order to perform their obligations related to this Agreement and who are contractually bound by confidentiality obligations that are at least as protective as those in this Agreement. Each Party shall use commercially reasonable care and discretion to avoid unauthorized use, disclosure, publication or dissemination of Confidential Information (which shall be no less than the standard of care used by a Party to protect its Confidential Information of a similar nature and shall require each Party to satisfy its other obligations under this Agreement). Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party (at the Disclosing Party's expense). For Confidential

Information that does not constitute a "trade secret" under applicable Law, these confidentiality obligations will expire three (3) years after the termination or expiration of this Agreement. For Confidential Information that constitutes a "trade secret" under applicable Law, these confidentiality obligations will continue until such information ceases to constitute a "trade secret" under such applicable Law. The Receiving Party will be responsible for any breach of this Section by its employees, representatives, and agents and any third party to whom it discloses Confidential Information in accordance with this Section. Upon the request of a Disclosing Party, the Receiving Party shall deliver to the Disclosing Party (at the Disclosing Party's expense) or destroy all copies of the Disclosing Party's Confidential Information. The Receiving Party agrees to certify in writing to the Disclosing Party that it and each of its Affiliates has performed the foregoing.

9.2 Exclusions. For purposes hereof and excluding Personal Data which shall always be deemed to be Confidential Information, the term Confidential Information will not include any information that the Receiving Party can establish by convincing written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

9.3 Required Disclosures. These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency; *provided, that* the Receiving Party, to the extent not legally prohibited, gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party, at the Disclosing Party's request and expense, to resist such order or to obtain a protective order.

9.4 Relief. Notwithstanding any provision of this Agreement to the contrary, the Parties acknowledge and agree that any breach or attempted breach of their obligations in **Sections 9.1-9.3** will cause the other Party to suffer irreparable injury, including, but not limited to, harm to goodwill, diminishment of competitive positions in the marketplace, and lost opportunities to distribute unique products, the dollar value of which will be difficult, if not impossible, to determine, and for which money damages will not provide complete relief. Therefore, in the event of any such breach or attempted breach of **Sections 9.1-9.3**, the affected Party will be entitled to seek a temporary or permanent injunction and an order of specific performance enforcing its rights and the other Party's obligations under **Section 9.1-9.3**. To the extent permitted by applicable Law, such relief will not require the non-breaching party to post a bond or any other collateral. Such equitable relief is in addition to, and in no way limits, any other rights or remedies the non-breaching Party may have at law or in equity.

9.5 Data Security.

InComm shall and shall cause the InComm Agents to implement, maintain and enforce administrative, physical, logical, and other security measures to prevent the unauthorized access, use, corruption, loss or disclosure of Company Data that are consistent with more stringent of the following: (i) industry standards and generally accepted industry best practices; (ii) the information security policies of InComm; and (iii) Law and Regulatory Requirements applicable to the protection and use of Confidential Information. InComm shall provide proper, secure and lawful storage, transmission and disposal of the Company Data. InComm shall also ensure that no Company Data in the possession or control of InComm or InComm Agents is accessed, stored, transmitted or transported to or from any software, equipment or systems outside of the United States.

10. INDEMNIFICATION

10.1 <u>InComm Indemnification</u>. InComm shall defend, indemnify and hold Company and its Affiliates and their respective officers, partners, managers, directors, employees, successors and permitted assigns (the "**<u>Company Indemnitees</u>**") harmless from and against, any third-party Losses suffered, incurred or sustained by Company Indemnitees or to which Company Indemnitees becomes subject, arising out of or relating to any third party claim (including any claim by personnel of InComm and InComm Agents):

a. that the authorized use of Services, resources and materials provided by InComm or InComm Agents infringe upon the IP rights of any third party or misappropriate any trade secret, confidential information or other proprietary right of a third party;

b. relating to a breach by InComm or InComm Agents of **<u>Section 7.1b (Service Warranty)</u>**, **<u>Section 7.1d (Laws and Regulations)</u>**; **<u>Section 7.1e (Consents)</u>**; **<u>Section 7.1f (IP Infringement)</u>**; **<u>Section 9 (Confidential Information and Data Security)</u>**;

c. by an Affiliate of InComm, Approved Channel Partner or InComm Agent in connection with an obligation owed by InComm to such Affiliate, Approved Channel Partner or InComm Agent arising out of the Services;

d. relating to personal injury (including death) or property damage to the extent caused by the acts or omissions of InComm or InComm Agents; and

e. relating to fraud, gross negligence or intentional misconduct by InComm or InComm Agents.

10.2 <u>Company Indemnification</u>. Company shall defend, indemnify and hold InComm and its Affiliates and their respective officers, partners, managers, directors, employees, successors and permitted assigns (the "**<u>InComm Indemnitees</u>**") harmless from and against, any third-party Losses suffered, incurred or sustained by InComm Indemnitees or to which InComm Indemnitees becomes subject, arising out of or relating to any third party claim that:

a. the authorized use of the Company Licensed Marks or other Company IP by InComm, InComm Agents, InComm's Affiliates, and Approved Channel Partners that infringes upon the IP rights of any third party or misappropriates any trade secret, confidential information or other proprietary right of a third party; or

b. relating to a breach by Company or Service Recipients of **<u>Section 7.2b</u>**, **<u>7.2c (Compliance with Law)</u>**, **<u>7.2d</u>**; **<u>Section 9 (Confidential Information and Data Security)</u>**;

c. relating to fraud, gross negligence or intentional misconduct by Company or Service Recipients;

10.3 <u>Indemnification Procedures</u>. If any third party claim is commenced against any of the Indemnitees, such Indemnitee shall promptly notify the Indemnitor of such claim; *<u>provided, that</u>* any failure or delay in providing such notification shall only excuse the Indemnitor's obligation to indemnify the Indemnitee to the extent that such failure or delay actually prejudices the defense of such claims. Upon receipt of such notice, the Indemnitor shall promptly assume the defense of such claim, with counsel reasonably satisfactory to the Indemnitee, and shall pay the reasonable fees and disbursements related to such proceeding. The Indemnitee shall have the right to retain its own counsel, but the fees and expense of such counsel shall be at the expense of the Indemnitee, unless (a) the Indemnitee and the Indemnitor have mutually agreed to the retention of such counsel or (b) the named party to any such proceeding (including any impleaded parties) includes both the Indemnitee(s) and Indemnitor and representation of both by the same counsel would be inappropriate due to actual or potential differing interests between the Indemnitee(s) and Indemnitor. In such event, the Indemnitor shall pay or reimburse any reasonable fees and expenses incurred by the Indemnitee in the defense of such claim as they are incurred. The Indemnitor shall not, without the prior written consent of the Indemnitee(s), effect any settlement of any pending or threatened proceeding in respect of which the Indemnitee(s) is or could have been a party and indemnity could have been sought under this Agreement by the Indemnitee(s) unless such settlement: (i) includes a full and final release of all threatened or pending claims against the Indemnitee(s); (ii) does not require any Indemnitees to make any admission of liability, fault or wrong-doing; and (iii) does not require any Indemnitees to take or refrain from taking any specific action. The Indemnitee(s) may assume control of the defense of any claim if: (x) it irrevocably waives its right to indemnity, or (y) without prejudice to its full right to indemnity (A) the Indemnitor fails to provide reasonable assurance to the Indemnitee(s) of its financial capacity to defend or provide indemnification with respect to such claim, (B) the Indemnitee(s) determines in good faith that there is a reasonable likelihood that a claim would materially and adversely affect it or any other Indemnitees, other than as a result of monetary damages that would be fully reimbursed by the Indemnitor under this Agreement or (C) the Indemnitor refuses or fails to timely assume the defense of such claim.

11. LIMITATION OF LIABILITY

11.1 Direct Damages. Except as provided in **Section 11.3**, the liability of a Party to the other Party for Direct Damages under this Agreement shall not exceed an amount equal to the greater of: (a) the Commission during the twenty-four (24) month period immediately preceding the date of the applicable action or claim (or if twenty-four (24) months have not elapsed since the Effective Date, twenty-four (24) times the average monthly Commission) and (b) $5,000,000.

11.2 CONSEQUENTIAL DAMAGES. EXCEPT FOR DIRECT DAMAGES AND AS PROVIDED IN **SECTION 11.3**, NEITHER PARTY OR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, OR ANY DAMAGES FROM ANY MALFUNCTION OF ANY PRODUCT, PROGRAM, OR SERVICE, WHETHER BASED ON TORT, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Exclusions. Notwithstanding anything to the contrary contained herein, the limitations on amounts and types of damages set forth in **Section 11.1** and **Section 11.2** shall not apply to: (a) Losses, liabilities and damages pursuant to a Party's indemnification obligations under this Agreement; (b) Losses, liabilities and damages arising out of a breach by either Party of **Section 2.3 (Company Products)**, **Section 2.5 (Other Obligations)**, and **Section 9 (Confidentiality and Data Security)**; (c) Losses, liabilities and damages resulting from personal injury (including death) or real or tangible personal property damage caused by acts or omissions of either Party; and (d) Losses, liabilities and damages resulting from the fraud, gross negligence, or willful misconduct of either Party or such Party's Agents.

12. RESCIND APPROVAL; TERMINATION

12.1 Intentionally Left Blank.

12.2 Rescind Approval. Company may rescind InComm's authorization to sell or distribute Company Products through Approved Channel Partners upon ninety (90) days prior written notice to InComm so long as such rescission is not in violation of **Section 2.5b** of the Agreement, provided, that a rescission shall not take effect between October 1st and January 15th of any calendar year during any Term or SOW Term. Upon InComm's receipt of such notice, email to suffice, such Approved Channel Partners will no longer be deemed approved by Company. Upon Company's rescission of authorization to sell or distribute Company Products through an Approved Channel Partner or upon expiration or termination of this Agreement or any Statement of Work, the Parties agree that, for a wind-down period of six (6) months: (a) any partially fulfilled orders of Company Products will be completed; and (b) InComm will request, in accordance with Company's instructions either (i) such Approved Channel Partner to continue to offer the Company Products for sale until all Company Products placed with such Approved Channel Partner are sold through; or (ii) all Company Products in such Approved Channel Partner's possession to be destroyed and/or returned to Company at Company's sole cost and expense.

12.3 Termination for Change in Control. In the event of a Change in Control of either Party or the disposition by either Party of the business performing the Services or providing the Company Products, as applicable, either Party may terminate this Agreement with ninety (90) days prior written notice. Notwithstanding the foregoing, the Parties agree: (a) that Approved Channel Partners may sell through any Company Product inventory already in such Channel Partner's possession at the time of termination pursuant to this **Section 12.2**; and (b) to confer in good faith to determine a reasonable schedule to return Company Products in InComm's possession and cease Services related to applicable Statements of Work prior to the effective date of termination. In no event can the effective date of such termination occur during October 1 through January 15 of any calendar year without InComm's written consent.

12.4 Termination for Cause.

a. If either Party defaults in the performance of any of its obligations (and the effect thereof could reasonably be considered material) under this Agreement or any Statements of Work and, does not cure such default within thirty (30) days after receipt of a notice of default from the other Party, then such other Party may terminate this Agreement or any or all of the Statements of Works, in whole or in part, upon written notice to such other Party effective as of the termination date specified in the notice.

b. If InComm persistently breaches or repeatedly defaults in the performance of any of its obligations under this Agreement or any Statements of Work and such persistent breach or repeated default in the aggregate could reasonably be considered to be material, whether or not such persistent breach or repeated default was cured, then Company may terminate this Agreement or any or all of the Statements of Work, in whole or in part, upon written notice to InComm effective as of the termination date specified in the notice without regard to any cure period.

c. If InComm breaches **Section 9.5 (Data Security)**, then Company may terminate this Agreement or any or all of the Statements of Work, in whole or in part, upon written notice to InComm with such termination being effective as of the termination date specified in the notice without regard to any cure period.

12.5 Termination for Insolvency or Financial Deterioration. Either Party may terminate this Agreement or any or all of the Statements of Work, in whole or in part, upon notice to the other Party in the event of a Bankruptcy Event affecting such other Party.

12.6 Intentionally Omitted.

12.7 Stranded Costs. InComm shall remit to Company the Net Sales for Company Products sold by InComm or the Approved Channel Partners promptly following termination or expiration and the wind down of Services pursuant to **Section 12.2** and in accordance with the payment terms set forth in **Section 4.2** above. Company shall remit to InComm any outstanding Supply Chain Fees, Promotional Costs, or other fees and costs owed by Company to InComm pursuant to this Agreement on or before the effective date of termination or expiration.

13. DISPUTE RESOLUTION

13.1 Executive Committee. In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) (a "**Dispute**"), upon the written request of either Party, each of the Parties will appoint a designated senior business executive whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The senior business executives will communicate with each other promptly upon receipt of the written request for dispute resolution. Either Party may pursue its rights and remedies under this Agreement at any time.

13.2 Continuity of Services. Each Party acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of the other Party. Accordingly, in the event of a dispute between Company and InComm, each Party shall continue to so perform its obligations under this Agreement in good faith until the dispute is resolved or this Agreement or applicable Statement of Work is terminated as explicitly permitted in this Agreement.

13.3 Provision of Information. During the course of negotiations under this **Section 13**, the Parties will use commercially reasonable efforts to respond to all reasonable requests made by one Party to another for non-privileged information, reasonably related to the dispute, in order that each of the Parties may be fully advised of the other's position. All negotiation shall be strictly confidential and used solely for the purposes of resolving the dispute.

13.4 Equitable Remedies. The provisions and time periods specified in **Section 13.1 and 13.2** shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, or (c) address a claim arising out of the breach or anticipated breach of a Party's obligations under **Section 9 (Confidentiality and Data Security)**, or **Section 13.2 (Continuity of Service)**. The Parties acknowledge and agree that, notwithstanding the provisions of **Section 13.1**, either Party may immediately pursue specific performance, injunctive or other equitable relief in connection with any breach or alleged breach of the provisions of this Agreement.

14. INSURANCE

14.1 Insurance. During the Term, InComm shall purchase from and maintain with a company or companies with a rating of "A-VIII" or better and permitted to do business in the jurisdiction(s) in which work or service is performed, insurance in at least the following amounts and coverages:

a. Statutory workers' compensation insurance or equivalent as prescribed by Law;

b. Employer's liability insurance in an amount not less than $1,000,000 per occurrence, covering bodily injury by accident or disease, including death;

c. Professional liability insurance in an amount not less than $1,000,000 per occurrence;

d. Commercial general liability (including coverage for contractual liability subject to standard policy exclusions, premises-operations, completed operations-products, independent contractors, and explosion, collapse and underground property damage hazards) in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

e. Commercial automobile liability covering all vehicles that InComm owns, hires or leases in an amount not less than $1,000,000 (combined single limit for bodily injury and property damage) or as required by statute under the Laws applicable to InComm in the jurisdiction where the Services are provided;

f. Crime insurance, including computer crimes, covering the crimes and fidelity of InComm in an amount not less than $5,000,000 in the aggregate;

g. Cyber risk liability in an amount not less than $5,000,000; and

h. All-risk property insurance covering InComm owned or leased property, including business interruption and extra expense coverage.

InComm shall maintain the above described insurance coverages, and on all certificates for coverage under general liability shall: (a) include Company as an ("**Additional Insured**") for insurable losses that result from the services of InComm under this Agreement in accordance with the policy terms and conditions, and (b) be written as a primary policy with any other coverage which Company may carry for damage or injury caused solely by InComm.

14.2 Insurance Documentation. To the extent third party insurance is obtained or maintained pursuant to **Section 14.1**, InComm shall, upon Company's request, furnish to Company certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverages referenced in **Section 14.1**. InComm and its insurers shall waive its rights of subrogation against Company for damage or injury not caused by the intentional or negligent act of Company. If additional services are contemplated under a new Statement of Work or other agreement, the insurance requirements may be reviewed and updated in a mutually agreed upon Statement of Work or agreement.

15. FORCE MAJEURE

15.1 Neither Party will be liable for any failure to perform its obligations under this Agreement to the extent caused by any act of God, fire or explosion, flood, war, terrorism, riot, or act of Governmental Authority ("**Force Majeure Event**") and the impacted delivery and performance dates will be extended by the period of the Force Majeure Event; *provided, that* the Party prevented from performing its obligations (the "**Affected Party**"): (a) has promptly notified the other Party upon becoming aware that any Force Majeure Event has occurred or is likely to occur, (b) has used commercially reasonable efforts to implement a workaround and to minimize any delay in or interference with the performance of its obligations under this Agreement and (c) did not cause or contribute to the cause of the Force Majeure Event. If a Force Majeure Event prevents a Party from performing any portion of its obligations under this Agreement, then the other Party shall be relieved of the obligation to pay any fees for any such affected portions of the Services. If any such Force Majeure Event continues for greater than sixty (60) consecutive days, then the Party affected by the other Party's non-performance may, upon written notice to such non-performing Party, immediately terminate this Agreement.

16. MISCELLANEOUS

16.1 Background Screening. InComm shall at its expense, conduct or cause to be conducted in compliance with all applicable Laws the following background screenings on each new employee of InComm prior to such employee's hire at InComm: (a) a credit check for the prior seven (7) years; (b) a federal criminal background check for the prior seven (7) years; (c) a multi-state sex offender registry search; (e) a county and state felony and misdemeanor check for the prior seven (7) years; and (f) a social security number verification against reported deaths. Except as prohibited by applicable Laws and regulations, InComm shall not assign any individual to perform the Services that fails to pass such screening.

16.2 Assignment. Neither Party shall assign this Agreement, in whole or part, without the prior written consent of the other Party; *provided, however*, that no consent from the non-assigning Party will be required in the event this Agreement is assigned to a Party's Affiliate, provided that such Affiliate: (a) is not a competitor of the non-assigning Party; (b) agrees in writing to be bound by and comply with the terms and conditions of this Agreement prior to the effective date of such assignment; and (c) has creditworthiness that is equal to or greater than the assigning Party's creditworthiness. The assigning Party will promptly notify the non-assigning Party in writing of assignment of this Agreement to an Affiliate. The consent of a party to any assignment of this Agreement shall not constitute such Party's consent to further assignment. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. Any assignment in contravention of this Section shall be void.

16.3 Notices. In any case where any notice, approval, agreement or other communication is required or permitted to be given under this Agreement, such notice, approval, agreement or communication shall be in writing and deemed to have been duly given and delivered: (a) if delivered in person, on the date of such delivery; (b) if sent by overnight express or registered or certified mail (with return receipt requested), on the date of receipt of such mail; or (c) if sent by confirmed facsimile transmission (with answer back received), on the date of such facsimile transmission, *provided, that* notice is also sent on the same day by one of the methods set forth in clause (a) or (b) above. Such notice or other communication shall be sent to the following address(es) (or such other address(es) as a Party may designate from time to time in writing):

If to Company:

1800 North Mason Road
Katy, Texas 77449
Attn:______________________________
Phone:______________________________
Fax: (__) __________________________

with copies (which shall not constitute notice) to:
Academy, Ltd.
1800 North Mason Road
Katy, Texas 77449
Attn: M. Wade Turner, Esq.
General Counsel
Fax: 281-646-5071

If to InComm:

Interactive Communications International, Inc.
250 Williams Street, Fifth Floor, Suite 5-2002
Atlanta, GA 30303
Attn: President & CEO

with a copy (which shall not constitute notice) to:

Legal Department

16.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. Signatures transmitted by facsimile or electronically will be as effective as original signatures to the Agreement, whether or not originally executed copies of this Agreement are subsequently delivered as formal confirmation of such signatures.

16.5 Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Company or InComm partners, joint venturers, principals, agents or employees of the other. No officer, director, employee, Affiliate or InComm Agent retained by InComm to perform work on Company's behalf under this Agreement shall be deemed to be an employee of Company or a Company Agent. No officer, director, employee, Affiliate or Company Agent retained by Company to perform work on InComm's behalf under this Agreement shall be deemed to be an employee of InComm or an InComm Agent. Neither Party shall have any right, power or authority, express or implied, to bind the other.

16.6 Consents, Approvals and Requests. Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying in good faith with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

16.7 Severability. To the fullest extent permitted by Law, if any provision of this Agreement, or the application thereof to any Person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, then (a) the court shall have the authority to modify and/or "blue pencil" this Agreement, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability.

16.8 Waivers. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

16.9 Remedies Cumulative. No right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable Law, whether now or hereafter existing. The election by a Party of any remedy provided for in this Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract or otherwise.

16.10 Entire Agreement. This Agreement and the Statements of Work entered into pursuant to this Agreement represent the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions and agreements between the Parties with respect to such subject matter.

16.11 Amendments. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by, in the case of Company, the Company Account Executive, and in the case of InComm, an InComm authorized representative.

16.12 Survival. The terms in **Sections 1 (Background)**, **5.1 (InComm Technology)**, **6 (Marks)**, **7.1d (Compliance with Law)**, **7.1e (Consents)**, **7.2b (Compliance with Law)**, **7.2d (IP Infringement)**, and **7.2f (Required Consents)**, **8 (Audits and Record Retention)**, **9 (Confidentiality and Data Security)**, **10 (Indemnification)**, **11 (Limitations of Liability)**, **12 (Termination)**, **13 (Dispute Resolution)**, **14 (Insurance)**, **15 (Force Majeure)** and **16 (Miscellaneous)**, to the extent necessary, **Exhibit 1 (Definitions)**, and any rights or obligations of either Party that are intended by their nature to survive shall survive the expiration or termination of this Agreement.

16.13 No Third Party Beneficiaries. This Agreement is entered into solely between Company and InComm, may be enforced only by Company and InComm, and, will not be deemed to create any rights in third parties, including suppliers and subcontractors of a Party, or to create any obligations of a Party to any such third party.

16.14 Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to the principles thereof relating to the conflicts of Laws.

16.15 Sole and Exclusive Venue. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the state or federal courts located in the State of New York , and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party. Each Party hereto further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to such Party at its address designated pursuant to this Agreement, with such service of process to become effective thirty (30) days after such mailing; *provided, that* (a) such Party actually receives service of process for such legal action, suit or proceeding within such thirty (30) days; and (b) this **Section 16.5** shall not prevent a Party against whom any legal action, suit or proceeding is brought by the other Party in the state courts of the State of New York from seeking to remove such legal action, suit or proceeding, pursuant to applicable federal Law, to the district court of the United States for the district and division embracing the place where the action is pending in the state courts of the State of New York and in the event an action is so removed each Party irrevocably accepts and submits to the jurisdiction of the aforesaid district court. Each Party hereto further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to such Party at its address designated pursuant to this Agreement, with such service of process to become effective thirty (30) days after such mailing, provided, that, such Party actually receives services of process for such legal action, suit or proceeding within such thirty (30) days.

16.16 Regulatory Authorities. If a regulatory authority of competent jurisdiction either: (a) determines that any of the programs or services offered under this Agreement are unlawful; or (b) changes an applicable Law that materially affects any such programs or services (collectively, a "**Regulatory Determination**"), then the Parties may modify the affected program or service as necessary to overcome or respond to such Regulatory Determination and InComm will provide an updated Statement of Work reflecting the modifications to the affected program or services and, Company, in its discretion may agree to the updated Statement of Work or may terminate such affected program or services and all or portions of this Agreement.

16.17 InComm and Affiliates. Company and InComm agree that any reference to InComm in this Agreement (including the Statements of Work) may include InComm's Affiliates. During the Term, products and services provided to Company hereunder may be provided by InComm or its Affiliates at InComm's discretion. All terms and conditions of the Agreement will apply as equally to InComm's Affiliates as to InComm.

16.18 Covenant of Further Assurances. Company and InComm covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of Company and InComm shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

16.19 Negotiated Terms. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against either Party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.

16.20 Conflict of Interest. Neither Party shall pay any salaries, commissions, fees or make any payments or rebates to any employee of the other Party, or to any designee of such employee, or favor any employee of such other Party, or any designee of such employee, with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value. Each Party agrees that its obligation to the other Party under this Section shall also be binding upon the other Party's employees.

16.21 Press Releases. Any press releases or public announcements regarding the subject matter of this Agreement must be approved in writing by both parties prior to distribution.

16.22 Time. Time of delivery and performance is of the essence in this Agreement.

16.23 Incorporation and References. In this Agreement, except where otherwise provided or where the context expressly otherwise requires: (a) references to this Agreement include the Exhibits and Statements of Work; references to any Exhibits and Statements of Work include any attachments thereto; (b) references in this Agreement to any Law shall mean references to such Law in changed or supplemented form or to a newly adopted Law replacing a previous Law; (c) words denoting the singular shall include the plural and vice versa and words denoting any gender include all genders; (d) all dollar amounts are expressed in United States dollars (US$); (e) the division of this Agreement into separate Sections and Exhibits, and the insertion of headings and a table of contents shall be for convenience of reference only and shall not affect the construction or interpretation of this Agreement; (f) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and shall not be construed as creating an exhaustive list of possibilities; (g) the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement as a whole and not to any particular section or exhibit of this Agreement; (h) the words "shall" and "will" are used interchangeably and both mean the specified action or forbearance is mandatory; (i) unless otherwise indicated, a reference to a "Section" or "Exhibit" is a reference to the specified section or exhibit of this Agreement; and (j) unless otherwise modified, the words "day," "month," and "year" mean and refer, respectively, to a calendar day, month and year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ACADEMY ADMINISTRATIVE SERVICES LLC

By: [signature]
Name: R. Michael Arnett
Title: EVP & CFO
Date: 2/3/16

INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.

By: [signature]
Name: Phil Graves
Title: President
Date: 1/25/16

Exhibit 1
Definitions

The following capitalized terms used in this Agreement shall have the respective meanings specified below:

(1) "**Activated**" shall mean enabled for purchases and capable of being used for purchases.

(2) "**API**" shall have the meaning set forth in **Section 5.1**.

(3) "**Affected Party**" shall have the meaning set forth in **Section 15.1**.

(4) "**Affiliate**" shall mean, as to any entity, any other entity, individual, trust, unincorporated association, or joint venture that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity.

(5) "**Agreement**" shall have the meaning set forth in the Preamble.

(6) "**Audit**" shall have the meaning set forth in **Section 8.2**.

(7) "**Auditor**" shall have the meaning set forth in **Section 8.2**.

(8) "**Bankruptcy Event**" means that a Party : (a) files a petition in bankruptcy for liquidation; (b) has an involuntary petition in bankruptcy filed against it which is not challenged within ten (10) days and dismissed within thirty (30) days, (c) becomes insolvent, (d) makes a general assignment for the benefit of creditors, or (e) has a court-appointed receiver for its assets. .

(9) "**Change in Control**" shall mean the (a) consolidation or merger of a Party with or into any entity (other than the consolidation or merger of a Party with an Affiliate of such Party in which such Party is the surviving entity of such consolidation or merger), (b) sale, transfer or other disposition of all or substantially all of the assets of a Party or (c) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of more than 50 percent (or such lesser percentage that constitutes Control) of the outstanding voting securities or other ownership interests of a Party.

(10) "**Channel Partner**" shall have the meaning set forth in the recitals.

(11) "**Client**" shall have the meaning set forth in the recitals.

(12) "**Commission**" shall have the meaning set forth in **Section 4.2**.

(13) "**Company**" shall have the meaning set forth in the Preamble.

(14) "**Company Agents**" shall mean the employees, contractors, suppliers and representatives of Company, other than InComm and InComm Agents.

(15) "**Company Competitor**" shall mean the following list of entities and their Affiliates and any updates thereto agreed to by Company and InComm in writing from time to time: Dicks Sporting Goods, Inc., The Sports Authority, Inc., Sports Chalet, Bass Pro Shops, Recreational Equipment, Inc. (REI), Cabela's, Inc., Gander Mountain, Champs Sporting Goods, Carter's Country, and Hibbett Sports.

(16) "**Company Data**" shall mean (a) Personal Data; and (b) all data and information (i) submitted to InComm or InComm Agents by Company or the Service Recipients, (ii) obtained, developed or produced in connection with the provision, receipt of, and use of the Services (other than data provided or produced by Approved Channel Partners) or (iii) of Company to which InComm or InComm Agents have access to in connection with the provision of the Services. Notwithstanding the foregoing, InComm shall have the right to retain and use any transaction or Company Data, except for Personal Data, for the purpose of satisfying InComm's obligations under this Agreement, with Approved Channel Partners, and for internal business purposes, and used solely for reporting, transaction history, or supporting access to Company Product history.

(17) "**Company Indemnitees**" shall have the meaning set forth in **Section 10.1**.

(18) "**Company Products**" shall have the meaning set forth in the recitals.

(19) "**Company Products Program**" shall have the meaning set forth in the recitals.

(20) "**Company Stores**" shall have the meaning set forth in the recitals.

(21) "**Confidential Information**" shall have the meaning set forth in **Section 9.1**.

(22) "**Control**" shall mean, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs, and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

(23) "**Direct Damages**" shall mean and refer to all actual, direct damages incurred to the extent they result from a breach of this Agreement and including the following: (a) costs incurred by Company or its Service Recipients to implement and perform a work around in connection with a failure to properly perform the Services in a timely manner; (b) Product Losses; (c) the costs incurred by Company and its Service Recipients to transition from InComm to Company or to one or more alternative providers; (d) any costs and expenses incurred by Company and its Service Recipients to obtain substitute services from an alternative supplier or perform substitute services using internal resources in the event of a failure by InComm to properly provide the Services in a timely manner (including any costs and expenses associated with retention of external consultants and legal counsel to assist with re-sourcing); and (e) fines, penalties and interest assessed against a Party.

(24) "**Disclosing Party**" shall have the meaning set forth in **Section 9.1**.

(25) "**Effective Date**" shall have the meaning set forth in the introductory paragraph.

(26) "**Executive Committee**" shall have the meaning set forth in **Section 13.1**.

(27) "**Extension Period**" shall have the meaning set forth in **Section 3.2**.

(28) "**Force Majeure Event**" shall have the meaning set forth in **Section 15.1**.

(29) "**Governmental Authority**" shall mean any controlling federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international.

(30) "**Initial Term**" shall have the meaning set forth in **Section 3.1**.

(31) "**IP**" shall mean any patents, copyrights, trademarks, trade secrets, and other proprietary or intellectual property rights.

(32) "**InComm**" shall have the meaning set forth in the introductory paragraph.

(33) "**InComm Agents**" shall mean the employees, contractors, suppliers and authorized agents and representatives of InComm, other than Company or Company Agents.

(34) "**InComm Indemnitees**" shall have the meaning set forth in **Section 10.2**.

(35) "**InComm Technology**" shall have the meaning set forth in **Section 5.1**.

(36) "**Law**" shall mean any applicable declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any Governmental Authority.

(37) "**Marks**" shall have the meaning set forth in **Section 6.1**.

(38) "**Losses**" shall mean any losses, liabilities, damages, fines, penalties, assessments, defaults, deficiencies, interest, and out-of-pocket expenses, and any related claim, judgment, settlement, or award (including reasonable, out-of-pocket attorney's fees, expenses, and other reasonable out-of-pocket costs incurred in connection with the defense or settlement of any of the forgoing) suffered and caused by Parties to this Agreement.

(39) "**Net Sales**" shall have the meaning set forth in **Section 4.2**.

(40) "**Parties**" and "**Party**" has the meaning set forth in the preamble.

(41) "**Personal Data**" means any information that is received by InComm from Company, Company Agents, the Service Recipients or card purchasers pursuant to this Agreement (a) that, either individually or when combined with other information, can be used to identify a specific individual or derive information specific to a particular individual, and (b) covered by applicable privacy laws, including the following: (i) a first name and last name; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other name, that reveals an individual's email address; (iv) a telephone number; (v) a Social Security number; (vi) credit or debit card information; (vii) checking account information, account number and check number; (viii) a driver's license, military or state identification number; (ix) a persistent identifier, such as a customer number held in a "cookie" or processor serial number, that is combined with other available data that identifies an individual; (x) human resources information, such as benefits plan information, member number, salary information, performance history, health history, and similar information; (xi) financial or transactional information; (xii) employee ID number; (xiii) government passport number or alien registration number, or (xiv) any other information that is identifiable to or identifies an individual.

(42) "**Receiving Party**" shall have the meaning set forth in **Section 9.1**.

(43) "**Regulatory Requirements**" means the Laws which apply specifically to the business and industry of Company, the Service Recipients, and InComm, including applicable privacy laws, to the extent a Party handles Personal Information, to the Company Products, the Company Products Program, the Services or the obligations of each Party under this Agreement.

(44) "**Resellers**" shall have the meaning set forth in the recitals.

(45) "**Retailer**" shall have the meaning set forth in the recitals.

(46) "**Returns**" shall have the meaning set forth in **Section 4.1**.

(47) "**SOW Effective Date**" shall have the meaning set forth in **Section 3.3**.

(48) "**Service Recipients**" means (a) Company; and (b) any Affiliates of Company designated by Company to receive the Services.

(49) "**Services**" shall mean the distribution, sale, and activation services and related, activities and responsibilities to be performed by InComm pursuant to this Agreement or any Statement of Work during the Term, including without limitation, the following:

> **(a)** the services, functions and responsibilities described in this Agreement and the applicable Statement of Work (excluding activities described as Company responsibilities); and
>
> **(b)** any services, functions or responsibilities that are not specifically described in the applicable Statement of Work, but which are an inherent, necessary or customary part of or which are required for the proper performance and delivery of the services, functions and responsibilities described in clauses (a) through (b) of this Section, provided, that none of such services, functions or responsibilities are to be provided by Company or Company Agents.

(50) "**Transaction Taxes**" shall have the meaning set forth in **Section 4.4**.

(51) "**Statement of Work**" shall have the meaning set forth in **Section 2.1**.

(52) "**Supply Chain Fees**" shall have the meaning set forth in **Section 4.3**.

(53) "**Term**" shall have the meaning set forth in **Section 3.2**.

(54) "**Territory**" shall have the meaning set forth in **Section 6.1**.

Exhibit 2
Approved Channel Partners

1) Walgreens/Kerr Drugs
2) CVS
3) H-E-B & Central Market
4) Rite Aid
5) Sam's Club
6) Lowes Pay & Sav, Inc.
7) Mitchell's Grocery
8) Brookshire Brothers LTD
9) Dollar General
10) The Pantry, Inc.
11) Fiesta Mart
12) Kerr
13) Fred's
14) Valero
15) AAFES (Army & Air Force Exchange Services)
16) Country Mart
17) Velasquez
18) Crest Foods

Exhibit 3

InComm Specifications

- Card Specifications: InComm Encoding Specifications Version 4.2;
- Gift Card Guide – Design and Production Specifications Version 1.0;
- Gift Card Guide – Design and Production Specifications for Multipacks Version 1.0;
- Digital Delivery Asset Requirements.

Exhibit 4
Licensed Marks

Mark 1:

Academy SPORTS+OUTDOORS

Mark 2:

Right Stuff. Low Price. Everyday!®

STATEMENT OF WORK NO. 1

THIRD-PARTY RETAIL PROGRAMS

This Statement of Work No. 1 ("**Statement of Work No. 1**") is entered into by and between ACADEMY, LTD., D/B/A ACADEMY SPORTS + OUTDOORS ("**Company**") and INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida Corporation, ("**InComm**") (each, a "**Party**" and collectively, the "**Parties**") as of January 25, 2016(the "**SOW Effective Date**") pursuant to the terms of and is governed by the Master Prepaid Stored Value Card Agreement entered into by and between the Parties and dated the 25 day of January 2016 (the "**Agreement**").

(1) Definitions. Defined terms applicable to this Statement of Work No. 1 are set forth below. Any other defined terms contained herein have the meanings ascribed to them in the Agreement.

(a) "**Approval Request**" means the approval request presented to Company by InComm (which may be provided by email) for each Retailer, Online Retailer, Mobile Retailer, and In-Store Digital Retailer to which InComm desires to distribute Company's Gift Cards or Digital Codes.

(b) "**Digital Code**" means a code, PIN, or other similar mechanism that is (i) issued by Company and generated by Processor on Company's behalf in exchange for payment and is redeemable at Company Stores for goods or services, and (ii) delivered to consumers electronically (e.g., via e-mail, PIN-on-receipt, etc.).

(c) "**Gift Card**" means a tangible device that is issued by Company in exchange for payment and is redeemable at Company Stores for goods or services.

(d) "**In-Store Digital Retailers**" means those brick and mortar Retailers that offer Digital Codes for sale in their retail stores.

(e) "**Mobile Retailers**" means mobile commerce-based Retailers.

(f) "**Online Retailers**" means web-based Retailers.

(g) "**Processor**" means the third-party entity that creates and processes and maintains the Gift Cards and Digital Codes data provided to Processor by for Company.

(h) "**Promotional Opportunity**" means a specific gift card promotion offered by a Retailer.

(i) "**Promotional Opportunity Approval Form**" means the approval form presented to Company by InComm (which may be provided by email) for a Promotional Opportunity.

(j) "**Promotional Opportunity Cost**" means Company's cost to participate in a Promotional Opportunity, which is in addition to any other Commission/Discount or fees owed under the Agreement.

(k) "**Taxes**" means those state or local taxes incurred by InComm in the event InComm manages the production of Company's Gift Cards on behalf of Company.

(2) Gift Cards

(a) Gift Card Program. Company hereby grants InComm and its Affiliates the right to distribute Company's Gift Cards as set forth herein. Company will supply Gift Cards to InComm, which InComm will distribute to approved

Retailers or Online Retailers (also referred to in the Agreement as "Approved Channel Partners") for sale to consumers. InComm's current Retailers are listed on Exhibit A to Statement of Work No. 1, which is attached hereto and may be amended or updated from time-to-time in InComm's sole discretion. Before distributing Company's Gift Cards to any Retailer or Online Retailer, InComm will present Company with an Approval Request for such Retailer or Online Retailer. Company agrees to approve or decline such Retailer or Online Retailer in writing (which may include email communication) within ten (10) business days of receiving the Approval Request. For the avoidance of doubt, InComm will not distribute Gift Cards until InComm receives a response to an Approval Request from Company approving such Gift Card distribution.

(b) Gift Card Production/Shipping. At Company's expense, and in quantities mutually agreed upon by the parties, Company will produce or cause the production of the Gift Cards and will deliver the Gift Cards to InComm's designated distribution center(s). The Gift Cards will have a variable and/or designated stored value, and may be in any form or design that meets the requirements set forth in this section. The appearance of the Gift Cards will be as determined by Company; *provided, however*, that the Gift Cards and any related packaging must: (i) conform to those certain specifications provided by InComm to Company in writing prior to production; (ii) be designed in a manner that enables the Gift Cards to be activated in accordance with the applicable InComm Technology; (iii) not violate or infringe upon any other entity's intellectual property right, including patent, trademark, or copyright; and (iv) comply with applicable Law. Company is solely responsible for (1) all disclosures, terms, and conditions required to be included on the Gift Cards and any related packaging, including, without limitation, all disclosures and terms and conditions required by applicable Law; and (2) all Taxes.

(c) Participation in Retailer Promotion Programs. From time to time during the Term, InComm may present Company with a Promotional Opportunity Approval Form describing a particular Promotional Opportunity, setting forth requirements for Company's participation, and setting forth the Promotional Opportunity Cost. Company agrees to approve or decline such Promotional Opportunity in writing (which may include email communication). Notwithstanding the foregoing, Company's approval of a Promotional Opportunity does not guarantee Company's right to participate. Final approval of Company's participation is subject to approval by the Retailer offering such Promotional Opportunity. In the event Company approves and participates in a Promotional Opportunity Company agrees to comply with all Company requirements for the Promotional Opportunity. InComm will provide Company with an invoice setting forth the Promotional Participation Cost. Company will remit payment to InComm for the Promotional Participation Cost within thirty (30) days after Company's receipt of such invoice from InComm. In the event of a late payment, in addition to any other rights available in this Agreement, at law, or in equity, InComm has the right to withhold such unpaid Promotional Participation Cost against amounts owed to Company as described in **Section 4.2** of the Agreement until InComm has received payment in full of all outstanding Promotional Participation Costs.

(3) Digital Codes.

(a) Online Retailer and Mobile Retailer Program. Company hereby grants InComm and its Affiliates the right to distribute Company's Digital Codes to Online Retailers and Mobile Retailers as set forth herein. Company will supply (or have supplied) Digital Codes to InComm, which InComm will distribute to approved Online Retailers and Mobile Retailers (also referred to in the Agreement as "Approved Channel Partners") for sale to consumers. Before distributing Company's Digital Codes to any Online Retailer or Mobile Retailer, InComm will present Company with an Approval Request for such Online Retailer or Mobile Retailer. Company agrees to approve or decline such Online Retailer or Mobile Retailer in writing (which may include e-mail communication) within ten (10) business days of receiving the Approval Request. For the avoidance of doubt, InComm will not distribute Digital Codes until InComm receives a response to an Approval Request from Company approving such Digital Code distribution.

(b) In-Store Digital Sales Program. Company hereby grants InComm and its Affiliates the right to distribute and sell Company's Digital Codes to consumers through InComm-enabled In-Store Digital Retailer-branded mobile web applications from within such In-Store Digital Retailers' brick and mortar store locations. Company will supply (or have supplied) Digital Codes to InComm, which InComm will distribute to approved In-Store Digital Retailers (also referred to in the Agreement as "Approved Channel Partners") for sale to consumers. Before distributing Company's Digital Codes to any In-Store Digital Retailer, InComm will present Company with an Approval Request for such In-Store Digital Retailer. Company agrees to approve or decline such In-Store Digital Retailer in writing (which may include email communication) within ten (10) business days of receiving the Approval Request. For the avoidance of doubt, InComm will not distribute Digital Codes until InComm receives a response to an Approval Request from Company approving such Digital Code distribution.

(c) Supply of Digital Codes. Company will supply (or have supplied) to InComm Company's Digital Codes to be distributed by InComm as set forth in **Sections 3(a)** and **(b)** above. Company is solely responsible for: (i) providing InComm with all disclosures, terms and conditions, and redemption instructions relating to the Digital Codes that are to be made available or delivered to consumers, including without limitation, all disclosures and terms and conditions required by applicable Law; and (ii) providing Digital Codes that comply with applicable Law. For the avoidance of doubt, Company is responsible for ensuring Digital Codes are compliant with this **Section 3(c)**, even if such Digital Codes are generated by a Processor.

(4) Compliant Gift Cards and Digital Codes. InComm may discontinue sales of the Gift Cards or Digital Codes and return the Gift Cards and Digital Codes to Company, at Company's sole cost and expense, if the Gift Cards or Digital Codes: (a) are defective; (b) fail to conform to any representation, warranty, or other requirement in this Agreement; or (c) fail to comply with applicable Law; *provided, that*, Company has failed to cure such defect or failure issue within thirty (30) days' following receipt of prior written notice from InComm, unless InComm is required by Law to immediately discontinue sales without the provision of a cure period.

(5) Term and Termination.

(a) Initial SOW Term. This Statement of Work No. 1 shall commence on the SOW Effective Date and continue until 23:59 (Eastern Standard Time) on March 1, 2019 (the "**Initial SOW Term**").

(b) Extension Period. Unless otherwise terminated in accordance with the termination provisions of the Agreement, this Statement of Work No. 1 will automatically extend after the Initial SOW Term for one term of two (2) years (a "**SOW Extension Period**") on the same terms and conditions, unless Company gives notice of non-renewal at least ninety (90) days prior to the expiration of the then current SOW Term or InComm gives notice of non-renewal at least six (6) months prior to the expiration of the then current SOW Term. The Initial SOW Term and any SOW Extension Periods shall be collectively referred to as the "**SOW Term**".

(c) Termination. The Parties may terminate this Statement of Work No. 1 in accordance with the termination rights set forth in **Section 12** of the Agreement.

The parties hereto acknowledge that they have read this Statement of Work No. 1 and understand and agree to be bound by its terms and conditions.

INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.

By: ____________________
Printed Name: Phil Graves
Title: President
Date: 1/25/16

ACADEMY ADMINISTRATIVE SERVICES, LLC

By: ____________________
Printed Name: R. Michael Arnett
Title: EVP + CFO
Date: 2/1/16

EXHIBIT A to STATEMENT OF WORK NO. 1
INCOMM CHANNEL PARTNERS

Pharmacy Stores

CVS Pharmacy, Inc.
Discount Drug Mart, Inc.
Duane Reade Inc.
Farmacias Plaza – PR Only
ICT Independent Drugs
Kinney Drugs, Inc.
Marc Glassman Inc. (dba Marc's Drugs)
Rite Aid Corporation
Walgreen Co.

Grocery Stores

Basha's, Inc.(also dba AJ's
Fine Foods and Food City)
Associated Food Stores, Inc.
Bi-Mart Corporation
Brookshire Brothers, Inc.
C&K Market Inc.
Central Market
Country Mart
Cox's Foodorama of Houston
Inc./
Cox's Foodarama Inc./
Cox's Fiesta Supermarkets of
San
Antonio, Inc. (dba La Fiesta)
Crest Discount Foods, Inc.
Farmer's Foods
Fiesta Mart, Inc.
Food Circus Supermarkets Inc.
Foodland Super Market, Ltd
Fresh and Easy Neighborhood
Market Inc.
The Fresh Market, Inc.
HEB Grocery Company, L.P.
(also dba Central Market,
HOW's Markets LLC
I.G.W. Independent Grocers
West, LLC
IGA Foodliner of Decatur,
Texas, Inc.
Koshan, Inc. (dba
Payless Foods)
K-VAT Food Stores, Inc. (also dba Food City)
Laurel Grocery
Mitchell Grocery Corp.
Pay and Save, Inc. (also dba Lowe's Market)
Pueblo Inc. – PR Only
Ralph's Food Warehouse – PR Only
Save Mart
Saver Cost Plus
Scolaris Food & Drug Company
Spartan Stores, Inc.
Supermercados Maximo Inc. – PR Only
PAQ, Inc.(dba as Food 4 Less)
Town & Country Supermarkets, Inc.
Times Super Market
Valesquez
W. Lee Flowers and Company, Inc.

Big Box – Discount Stores

Best Buy Stores, L.P.
BJ's Wholesale Club, Inc.
Costco Wholesale Corporation
Limited Partnership. Meijer
Great Lakes Limited
Partnership
Sam's West, Inc./Sam's East,
Inc. (dba Sam's Club)
Target Corporation
Wal-Mart Stores, Inc./Wal-Mart Stores East,
LP/Wal-Mart Stores East, Inc./Wal-Mart
Stores Texas, LP (dba Wal-Mart)

Specialty – General Merchandise Stores

AAA The Auto Club South,
Inc./ AAA Southern New
England (dba AAA Auto Club)
Aaron's, Inc. (dba Aaron's
Rent A Center)
ABC Appliance, Inc. (dba
ABC Warehouse)
Adir International, LLC (dba
Curacao)
American Wholesale Book
Company (dba Books A
Million)
DataVision Computer Video,
Inc.
DolgenCorp, Inc. (dba Dollar
General)
Electronic Express
Family Dollar Services, Inc.
Fred's Stores of Tennessee,
Inc.
Fry's Electronics, Inc.
Hallmark Retail, LLC
Hastings Entertainment, Inc.
Interbond Corporation of
Marketing Control Services, Inc. (dba Game
Stop)
Micro Center, Inc.
Nebraska Book Company, Inc.
Nebraska Furniture Mart
Ocean State Jobbers, Inc.
Office Depot, Inc.
PC Richard & Son Long Island Corporation
RadioShack Corporation
Steak n Shake Enterprises, Inc.
Toys R Us-Delaware, Inc. (also dba Toys R
Us and Babies R Us)*

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Apple Campus Stores
Barnes & Noble College Book Stores
Conn's, Inc.
American (dba Brandsmart USA, Inc.)
Lamajak, Inc. (dba Lori's Gifts)
Trans World Entertainment Corporation (also dba TWEC)
Variety Wholesalers

Government Stores

AAFES (Army, Air Exchange Services)
Coast Guard
Marine Corps Exchange
Navy Exchange Service

Online - Mobile Retailers

ABT Electronics, Inc.
AccountNow, Inc.
Account Recharge
ACI Gift Cards, Inc. (dba Amazon)*
American Greetings Corporation (dba AmericanGreetings.com)
Adility, LLC
AOL LLC
Ballinagra
Card Swap/RewardTab
Card Truth
Carlton Group
CVS Pharmacy, Inc. (dba CVS.com)
Destination Rewards
Direct Gift Cards/Mundo Media
Dlyte/You Never Lose
DoughMain
Ebay, Inc./PayPal, Inc.
eGifter
Eyebuy, Inc.
Giftcard Express.com
Givatude
Gift Card Impressions, LLC
Goodie Goodie
Great Lakes Scrip Center, LLC
Groupgifting.com
Gyft
Honey Science Corp.
Ibotta
Jifiti
Juno Wallet
Ko-Ban, LLC
Loop Commerce, Inc.
Lyoness America, Inc.
Magnell Associate, Inc. (dba NewEgg.com)
Mecca Electronics, Inc.
Office Depot, Inc. (dba Officedepot.com)
Our Campus Market
Papier Studo, LLC (dba iCardMall)
Passhat
PayToo
PC Game, Inc.
QGAC, Inc. (dba Quick Gifts.com)
RocketCoins
Sam's West, Inc./Sam's East, Inc. (dba Samsclub.com)
Scripsense
shopkick, Inc.
Shopping Boxx
Clutch Holdings, LLC (dba Skepsu)
SoftCard
Synchology
Target Corporation (dba Target.com)
The Fundraising Portal
Think Mobile/Gift Sender
Troopto Inc.
U.S.Games Distribution, Inc.
uSamp
Vault Financial Group LLC
Veebow.com, LLC
Vello Greetings, Inc.
Virtual Piggy Limited (dba Oink)
Walgreen Co. (dba Walgreens.com)
Wal-Mart Stores, Inc./Wal-Mart Stores East, LP/Wal-Mart Stores East, Inc./Wal-Mart Stores Texas, LP (dba Walmart.com)
WIN Management
Wipit, Inc.

Convenience Stores

7-Eleven, Inc.
Acorn Markets, Inc.
Allsups Convenience Stores, Inc.
Aloha Petroleum, Ltd.
Ammar's Inc (dba Magic Mart)
General Equities, Inc. (dba Food Bag)
Go Mart, Inc.
GPM Investments, LLC (dba FasMart)
Gregory M. Parker, Inc. (dba Parker's)
Paramax
Pester Marketing
Pinnacle Public Services LLC
Plaid Pantries Inc.
Power Buying Dealers Western Region, Inc.
Prepaid Solutions, LLC
Ricker Oil Company

Baggett Oil Company
Bell Stores, Inc.
BFS Foods, Inc.
Brabham Oil Co., Inc. (dba E-Z Shop)
Brenton Investments/Hit n Run
Calloway Oil
Chickasaw
Chico Enterprises
Chocktaw Nation
Circle K Stores, Inc.
Clark's Pump N Shop, Inc.
Clipper Petroleum
C.N. Brown Company
Coastal Area Stores, Inc. (dba Clyde's Market)
ComCentral, Inc.
Common Cents
CoreMark International, Inc.
Country Fair, Inc.
CST Brands (DBA-The Corner Store)
Cumberland Farms, Inc.
Dari Mart Stores, Inc.
Dash In Food Stores, Inc.
Dodge Stores
Dollar Financial Group, Inc.
Double Quick Inc.
E&C Enterprises, Inc.
EJ Pope & Son
EPS Independents
E-Z Mart Stores, Inc.
Family Express Corporation
Famima Corporation
Fastrac Markets
Flash Floods, Inc.
Fleming Bros. Oil Co.
Freedom Oil Company
Future.Com
G&M Oil Company, Inc.
Holiday Station Franchise
Holiday Station Stores, Inc.
Hollingsworth Oil Company, Inc.
Home Depot Fuel Stores
Jacksons Food Stores, Inc. & Pac West
Kayo Oil Company (dba Conoco Phillips)
Kocolene Marketing, LLC
Kum & Go, LLC (dba Krause Gentle)
KWIK Fill
Kwik Trip Inc.
Little General Stores, Inc.
Mapco Express, Inc.
Martin & Bayley, Inc. (dba Huck's)
Master Brokers
McDonald Oil Company, Inc.
Great Lakes Limited Partnership
MFA Petroleum Company
MKM Oil, Inc.
MotoMart (FKG Oil)
Mountain Empire Oil Company
Murphy Oil Company
Newcomb Oil Five Star
NTR Super America
On Cue Marketing
One Stop M&J/One Stop OSI (dba One Stop)
Oneida Indian Nation
Par Mar Convenience Stores
R.L. Jordan Oil Company, Inc.
Royal Buying Group, Inc.
Rutter's Farm Stores
Scaff's Inc. (dba S&S Food Stores)
Shay Oil
Sheetz Inc.
Shipley Stores
Speedway, LLC
Spinx Company, Inc.
Sprint Food Stores, Inc.
Sprint Mart
S. TN Oil
Stripes, LLC
Sun Valley Markets
Suncor Energy (USA) Inc.
Sunoco, Inc. (R&M)
TA Operations LLC (dba Travel Centers of America)
The Pantry, Inc.
Thomas Petroleum, Inc.
Thornton's, Inc.
Town Pump, Inc.
Top Star, Inc.
TriStar Energy, LLC (dba Daily's)
Tucker Company, Inc. (dba Corner Pantry)
U Pak It Corp
United Dairy Farmers
United Package
Village Pantry, LLC
Vintners
W&N Enterprises, Inc. (dba Snappy Mart)
Wadsworth Oil Company Incorporated Ventures
Weigel Stores, Inc.
WESCO, Inc. (dba Champlain Farms)
Woodfin Oil

**For clarity, ACI Gift Cards, Inc. (dba Amazon) and Toys R Us-Delaware, Inc. (dba Toys R Us and Babies R Us) are not InComm-only Retailers.*

Academy SPORTS+OUTDOORS

STATEMENT OF WORK NO. 2
BUSINESS TO BUSINESS –
LOYALTY, AWARD, AND PROMOTIONAL PROGRAMS

This Statement of Work No. 2 ("**Statement of Work No. 2**") is entered into by and between ACADEMY, LTD., D/B/A ACADEMY SPORTS + OUTDOORS ("**Company**") and INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida Corporation, ("**InComm**") (each, a "**Party**" and collectively, the "**Parties**") as of January 25 , 2016 (the "**SOW Effective Date**") pursuant to the terms of and is governed by the Master Prepaid Stored Value Card Agreement entered into by and between the Parties and dated the 25 day of Januar, 2016 (the "**Agreement**").

(1) Definitions. Defined terms applicable to this Statement of Work No. 2 are set forth below. Any other defined terms contained herein have the meanings ascribed to them in the Agreement.

(a) "**Approval Request**" means the approval request presented to Company by InComm (which may be provided by email) for each Client or Reseller to which InComm desires to distribute Company's Reward Cards or Reward Codes.

(b) "**Client**" means a corporate customer with whom InComm has an established relationship that purchases Reward Cards and Reward Codes from InComm in furtherance of such corporate customer's Loyalty Programs.

(c) "**Loyalty Program**" means a loyalty, award, or promotional program offered by a Client or a corporate customer of a Reseller ("**Reseller's Client**").

(d) "**Processor**" means the third-party entity that creates and processes and maintains the Reward Gift Cards and Digital Reward Codes data provided to Processor by for Company.

(e) "**Reseller**" means a corporate customer with whom InComm has an established relationship that (i) manages Loyalty Programs on behalf of its respective Reseller's Clients, and (ii) purchases Reward Cards and Reward Codes from InComm in furtherance of such Loyalty Programs.

(f) "**Reward Card**" means either: (i) Company's Gift Card provided by Company to be used in connection with a Loyalty Program; or (ii) a tangible device issued by Company that (y) is redeemable at Company Stores for goods or services, and (z) is distributed by InComm to a Client or Reseller for further distribution to a consumer for loyalty, incentive, or promotional purposes without the payment by such consumer of direct monetary consideration.

(g) "**Reward Code**" means either: (i) Company's Digital Code generated provided by Processor on Company's behalf to be used in connection with a Loyalty Program; or (ii) a code, PIN, or other similar mechanism issued by Company that (x) is redeemable at Company Stores for goods or services, (y) is distributed by InComm to a Client or Reseller for further distribution to a consumer for loyalty, incentive, or promotional purposes without the payment by such consumer of direct monetary consideration, and (z) is delivered to such consumer electronically (e.g., via e-mail, PIN-on-receipt, etc.).

(h) "**Taxes**" means those state or local taxes incurred by InComm in the event InComm manages the production of Company's Reward Cards on behalf of Company.

(2) Loyalty Programs. Company will supply Reward Cards and Reward Codes to InComm, which InComm will sell, subject to Company's approval, to its Clients and Resellers (also referred to in the Agreement as "Approved Channel Partners") for distribution to consumers in connection with a Loyalty Program, in accordance with the terms and conditions set forth herein. Upon expiration or termination of this Statement of Work No. 2, the parties will cooperate in good faith to ensure that any partially fulfilled orders of Reward Cards or Reward Codes are completed. Before distributing Company's Reward Cards or Reward Codes to any Client or Reseller, InComm will present Company with an Approval Request for such Client or Reseller. Company agrees to approve or decline such Client or Reseller in writing (which may include email communication) within ten (10) business days of receiving the Approval Request. For the avoidance of doubt, InComm will not distribute Reward Cards or Reward Codes until InComm receives a response to an Approval Request from Company approving such Reward Cards or Reward Code distribution.

(3) Supply of Reward Cards. At Company's expense, and in quantities mutually agreed upon by the parties, Company will produce or cause the production of the Reward Cards and deliver the Reward Cards to InComm's designated distribution center(s). The Reward Cards will have a designated or stored value, and may be in any form or design that meets the requirements set forth in this section. The appearance of the Reward Cards will be as determined by Company; provided, however, that the Reward Cards and any related packaging must: (a) conform to those certain specifications provided by InComm to Company in writing prior to production; (b) not violate or infringe upon any other entity's intellectual property right, including patent, trademark, or copyright; and (c) comply with applicable Law. Company is solely responsible for: (i) all disclosures and terms and conditions required to be included on the Reward Cards and any related packaging, including without limitation, all disclosures and terms and conditions required by applicable Law; and (ii) all Taxes.

(4) Supply of Reward Codes. Company will supply (or have supplied) to InComm Company's Reward Codes to be distributed by InComm as set forth in **Section 2** above. Company is solely responsible for: (a) providing to InComm all disclosures, terms and conditions, and redemption instructions relating to the Reward Codes that are to be made available or delivered to consumers, including without limitation, all disclosures and terms and conditions required by applicable Law; and (b) providing Reward Codes that comply with applicable Law. For the avoidance of doubt, Company is responsible for ensuring Reward Codes are compliant with this Section, even if such Reward Codes are generated by a Processor.

(5) Compliant Reward Cards and Reward Codes. InComm may immediately discontinue sales of the Reward Cards or Reward Codes and return the Reward Cards and Reward Codes to Company, at Company's sole cost and expense, if the Reward Cards or Reward Codes: (a) are defective; (b) fail to conform to any representation, warranty, or other requirement in this Agreement; or (c) fail to comply with applicable Law.

(6) Term and Termination.

[Continues to next page]

(a) Initial SOW Term. This Statement of Work No. 2 shall commence on the SOW Effective Date and continue until 23:59 (Eastern Standard Time) on March 1, 2019 (the "**Initial SOW Term**").

(b) Extension Period. Unless otherwise terminated in accordance with the termination provisions of the Agreement, this Statement of Work No. 2 will automatically extend after the Initial SOW Term for one term of two (2) years (a "**SOW Extension Period**") on the same terms and conditions, unless Company gives notice of non-renewal at least ninety (90) days prior to the expiration of the then current SOW Term or InComm gives notice of non-renewal at least six (6) months prior to the expiration of the then current SOW Term. The Initial SOW Term and any SOW Extension Periods shall be collectively referred to as the "**SOW Term**".

(c) Termination. The Parties may terminate this Statement of Work No. 2 in accordance with the termination rights set forth in **Section 12** of the Agreement.

The parties hereto acknowledge that they have read this Statement of Work No. 2 and understand and agree to be bound by its terms and conditions.

INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.

By:
Printed Name: Phil Graves
Title: President
Date: 1/25/16

ACADEMY ADMINISTRATIVE SERVICES LLC

By:
Printed Name: R. Michael Arnett
Title: EVP & CFO
Date: 2/3/16