



THE ULTIMATE CREDIT UNION MEMBER BENEFIT!

CUonVACATION PARTNER PROGRAM AGREEMENT Online Application

This constitutes the terms of the Agreement for participation in Montrose Travel’s CUonVACATION Partner Program between SARA Enterprises, Inc. (Montrose Travel), with its principal place of business at Montrose, California, and you, a Credit Union partner (“Partner”, “You” or possessively “Your”).

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO LINK TO THIS SITE.

In consideration of the mutual promises, the parties agree to the following terms and conditions:

Montrose Travel Agrees To:

1. Provide Credit Union Partner with an online and offline travel fulfillment service. Partner’s members shall receive the same benefits and the same high level of service as any other Montrose Travel customer whether they book their travel online or call and speak with one of Montrose Travel’s in-house Travel Counselors.

2. Pay Partner a referral fee for all qualifying products booked and sold online through Partner’s private-labeled website as indicated below:

Airline ticket -----	\$2.00
Car booking -----	\$2.00
Hotel booking -----	\$5.00
Vacation package --	\$16.00
Cruise booking ----	\$16.00

3. Pay referral fees monthly by the 15th of the month following traveler departure, contingent that the supplier has already paid Montrose Travel. If referral fees are less than \$50 in any month, Montrose Travel reserves the right to pay quarterly. Montrose Travel’s referral fee structure and/or operating policies are subject to change without notice. Montrose Travel makes no guarantee as to the amount of revenue that may be generated pursuant to this Agreement. You shall be solely responsible for any and all taxes and / or other obligations associated with Your Visitors and / or receipt of Referral Fees hereunder. If You dispute any payment, You shall notify Montrose Travel in

writing within five (5) days following the end of such disputed month, after which time, any payment related thereto shall be deemed final and correct and uncontestable.

4. Provide Partner with a report of activity generated by Partner's private-labeled CUonVACATION website upon request.
5. Grant Partner a non-exclusive, non-transferable worldwide right and license (License) to (i) access the Montrose Travel booking engine through HTML links (ii) use Montrose Travel logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that Montrose Travel provides to Partner solely in connection with such links. Partner may not alter, modify, or change the Licensed Materials in any way and is only entitled to use the Licensed Materials, while this Agreement is in effect. The License ends immediately upon termination of this Agreement. Montrose Travel may revoke the License at any time by giving Partner written notice.
6. Provide rich content and special travel deals only accessible through this website.
7. Provide complete marketing, email / e-marketing and lobby merchandising support.
8. Keep all Credit Union (Partner) member data private and secure.

Credit Union Agrees To:

1. Actively and effectively market and promote the Partner's private-labeled CUonVACATION website by establishing links and web images or graphics (see 1, 2, 3 Linking) on the Credit Union's website to the Partner's private-labeled website.
2. Have CUonVACATION and the Partner private-labeled website as the exclusive travel booking engine for their members.
3. Include CUonVACATION statement inserts (paid for and supplied by Montrose Travel) in Quarterly, Share Draft or Credit Card Statements two times per year (negotiable upon consideration of other marketing efforts).
4. Promote CUonVACATION a minimum of four times per year via at least two of the following: Credit Union newsletter, HTML e-marketing, e-statements, home page image link, website header banner ad, on-hold message, travel promotion, electronic lobby display or other Montrose Travel approved form of marketing.

Both Parties Agree:

1. If a member cancels, disputes, or rejects a purchased Product, and Montrose Travel has already paid Partner a referral fee based on the sale of that Product, Montrose Travel will deduct the amount of the disputed referral fee from the next referral fee payment. If there

are no subsequent referral fees due to Partner, Montrose Travel will send Partner an invoice for the amount of the disputed referral fee, and Partner agrees to pay the invoice amount no later than thirty days from the invoice date.

2.The term of the Agreement shall be for a period of one (1) year from the date this Agreement is accepted by Montrose Travel. The Agreement shall be automatically renewed for successive periods of two years unless canceled in writing by either party 30 days before the end of any revenue period. If canceled, Montrose Travel shall pay Partner referral fees for any bookings generated until cancellation. Montrose Travel and Partner reserve the right to cancel this Agreement at any time for any reason with thirty (30) days written notice. Upon termination for any reason, Partner agrees to immediately remove all links to Montrose Travel from the Partner's web site.

3.Partner will indemnify and hold Montrose Travel harmless from all claims, damages, and expenses (including, without limitation, attorney's fees) relating to the development, operation, maintenance, and contents of Partner's web site.

4.Montrose Travel may modify any of the terms and conditions contained in this Agreement, at any time and at its sole discretion. If any modification is unacceptable to Partner, Partner's only recourse is to terminate this Agreement.

5.Montrose Travel will not be liable for indirect, special or consequential damages for any loss of revenue, profits, or data arising in connection with this Agreement or the Partner Program. Further, aggregate liability arising with respect to this Agreement and the Program, will not exceed the total referral fees paid or payable to Partner under this Agreement.

6.Montrose Travel makes no express or implied warranties or representations with respect to the Partner Program or any Products sold through the program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, Montrose Travel makes no representations that the operation or its web site will be uninterrupted or error free, and Montrose Travel will not be liable for the consequences of any interruptions or errors.

7.Montrose Travel will not sell Partner member lists to any third party.

8.Partner may not assign this Agreement without prior written consent from Montrose Travel. Montrose Travel may assign this Agreement at its election.

9.The failure of either party to enforce any provision hereunder is not a waiver of such provision or any other provision. The waiver of either party of any of its rights hereunder shall not be construed as a waiver of any subsequent breach.

10.This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to conflict of laws principles. Montrose Travel

and Partner are independent contractors and nothing in this agreement shall be construed as a partnership or joint venture. This is the entire agreement between Montrose Travel and Partner.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.