

Updated January 1, 2023

The following Terms of Service are for Subscribers who have entered into formal written contracts with Beyond Pricing. If you do not have a subscription contract with Beyond Pricing, please refer to our Website User Terms of Service:

<https://www.beyondpricing.com/terms-of-service-contracted>.

These Terms of Service (the "Terms"), together with any Order Forms and the Documentation (defined below), are hereby incorporated by reference to represent the full legal agreement (the "Agreement") between Ten Twenty Four, Inc., a Delaware corporation, d/b/a Beyond Pricing, ("Beyond," "we," or "us") and the other entity entering into the Agreement, including any affiliates, successors, or subsidiaries ("Subscriber" or "You" or "Your"). These Terms govern Subscriber's access to and use of the Services made available by Beyond. Beyond and Subscriber are each referred to herein individually as a "Party" or collectively as the "Parties."

Beyond reserves the right, in its sole discretion, to modify, amend, or replace any part of these Terms by (a) posting the revised Terms on Beyond's website and (b) announcing the change(s) to Beyond's subscriber base, which may be done via generally distributed (including by electronic mail or within the Services) product release notes. Any such modifications shall take effect thirty (30) days (or less, if reasonably necessary) following the date of notice and in which case Beyond may, but does not have to, require Subscriber to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. Subscriber's continued use of Services after the effective date of any such modification, amendment, or replacement shall signify Subscriber's acceptance of, and agreement to, abide by the terms and conditions contained in any such modified, amended, or replacement Terms.

1. Definitions.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Booking Revenue" means, unless otherwise set forth in an Order Form, all money collected from each booking of a Property for all Properties priced using, or enabled or booked through, the applicable Service, including but not limited to nightly rate, cleaning fees, insurance, resort fees, pet fees, channel markups, or any other fees collected.

Booking Revenue does not include taxes collected or paid.

"Booking Revenue Fee" means the applicable percentage of Booking Revenue paid by Subscriber for a Service, as set forth in the Order Form.

"Additional Content" means any content or other materials which Subscriber and its Users upload, post to, or make available through the Signal Service, through Third Party Applications, or otherwise, such as Property Listings. Additional Content does not include Subscriber Data. For example, if Subscriber provides content about a property on a Signal website hosted by Beyond, such content constitutes Additional Content, which Beyond will display on Subscriber's behalf, but for which Subscriber will remain fully responsible for its content, use, and effect.

"Documentation" means the applicable Service's onboarding, implementation and security documents, usage guidelines, and/or policies, each as updated from time to time.

"Effective Date" means the date of commencement of Services as set forth on an Order Form.

"Fees" means the fees set forth on an Order Form and in these Terms and may include other ancillary collected fees.

"Go-Live Date" means the first date on which a Service is integrated and operational for Subscriber.

"Initial Term" means the first term of this Agreement as set forth in the first Order Form for a Service.

"Minimum Fee" means a minimum fee payable by the Subscriber for the period of time specified and as calculated in an Order Form.

"Order Form" means an ordering document or online order form specifying the Services to be provided hereunder as agreed to between Subscriber and Beyond. By entering into an Order Form that references this Agreement, a Subscriber Affiliate also agrees to abide by the terms of this Agreement.

"Property" means a physical space (including, without limitation, a house, apartment, cooperative, condo, or room) made available to third parties for rental by Subscriber, either on Subscriber's own behalf or on behalf of a client or customer of Subscriber.

"Property Listing" means a listing or post offering a Property for rental.

"Renewal Term" means the term of this Agreement in any renewal period following the Initial Term, whether a new Order Form is entered into or not.

"Services" means the contracted products and services that are provided by Beyond to Subscriber.

"Subscriber Data" means all electronic data and information submitted or uploaded by or for Subscriber to a Beyond platform or to use a Beyond Service, including information necessary for the successful onboarding of new Users or integrations with other systems, excluding Additional Content and Third Party Applications.

"Subscription Term" means the term of this Agreement entered by Subscriber, commencing on the Effective Date. Subscription Term includes the Initial Term and all Renewal Terms, as set forth in any Order Form.

"Third Party Applications" means any Subscriber or third party web-based, mobile, or other software application, service, system, or platform that is made available or integrated into a Service by Subscriber or its Users or on behalf of Subscriber or its Users,

including, without limitation, banking systems, review management systems, property management software, channels, Online Travel Agencies ("OTAs"), and channel managers.

"Users" means, in the case of an individual accepting these terms on their own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, any individual who is authorized by Subscriber to use the Services. Users may include, for example, employees, consultants, contractors and agents of Subscriber, and third parties with which Subscriber transacts business or has contracted with.

2. Services. Subject to Subscriber's compliance with the terms and conditions of this Agreement and payment of all Fees, Beyond will make the Services available to Subscriber and its Users, and grants Subscriber, unless otherwise specified by an Order Form, a limited, worldwide, non-exclusive, non-transferable, non-assignable (except as permitted in this Agreement) right to access and use the Services for the Subscription Term, and to implement integrations with Third Party Applications, solely for Subscriber's internal business purposes. Beyond will use commercially reasonable efforts to: (a) make the Services available to Subscriber during each applicable Subscription Term, pursuant to this Agreement; (b) provide applicable standard support for the Services at no additional charge, and/or upgraded support if purchased; (c) make the Services available 98% of every month, except for (i) planned downtime (of which Beyond will endeavor to give advance electronic notice); (ii) emergency downtime or maintenance; and (iii) any unavailability caused by circumstances beyond Beyond's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, war, riots, acts of terror, strikes or other labor problems (other than those involving Beyond employees), integrated Third Party Applications, Internet service provider failures or delays, or denial of service attacks; and (d) provide the Services in accordance with laws and government regulations applicable to Beyond's provision of its Services to its customers generally. Subscriber's right to access and use the Services pursuant to this Section is subject to Subscriber's timely payment of all applicable Fees and limited by all terms set forth in the Agreement.

3. Use of Services.

3.1. Subscriber's Responsibilities. Subscriber will, throughout the Subscription Term: (a) comply with and be responsible for Users' compliance with these Terms and will not use the Services, and ensure that Users do not use the Services, to engage in illegal or prohibited activity (including but not limited to money-laundering or financing of terrorist activities); (b) be responsible for the accuracy, quality and legality of Subscriber Data, the means by which Subscriber acquired Subscriber Data, Subscriber's use of Subscriber Data with the Services, and the interoperation of any Third Party Applications with which Subscriber uses Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Beyond promptly of any such unauthorized access or use; (d) use Services only in accordance with this Agreement and applicable laws and government regulations; and (e) comply with terms of service of any Third Party Applications with which Subscriber uses Services. Any use of the Services in breach of the foregoing by Subscriber or Users that in Beyond's judgment threatens the security, integrity or availability of Beyond's Services, may result in Beyond's immediate suspension

of the Services, however, Beyond will use commercially reasonable efforts under the circumstances to provide Subscriber with notice and an opportunity to remedy such violation or threat.

3.2. Usage Restrictions. Subscriber will not, and will not permit anyone else to: (a) make any Service available to any third party other than its Users, through any means, including, without limitation, any hosting, application services provider, service bureau, or other type of service; (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Services; (c) use the Services or Third Party Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (d) use any automated tool (e.g., robots, spiders) to access or use the Services, or circumvent or disable any security or management features of the Services; (e) use the Services or Third Party Application to store or transmit malicious code; (f) interfere with or disrupt the integrity or performance of any Services or third party data contained therein; (g) attempt to gain unauthorized access to any Services or related systems or networks; (h) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of Beyond's intellectual property except as permitted under this Agreement; (i) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof; (j) disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent; (k) use the Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, the Services; or (l) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of the Services. Beyond's competitors are prohibited from accessing or using the Services, except with Beyond's prior written consent.

3.3. Future Features and Functionality. Subscriber agrees that any purchases under this Agreement are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by Beyond regarding future features or functionality. Beyond may release improvements and other features and functionality in its sole discretion. Some features and functionality may be available only with certain versions of the Services.

4. Proprietary Rights and Data

4.1. Services. Subject to the limited rights expressly granted in this Agreement, Beyond and its Affiliates reserve all rights, title, and interest in and to the Services (including all algorithms, features, functionality, updates, customizations, and/or modifications thereto), trademarks, trade names, logos, and service marks, and the Aggregate Data (defined below), including, in each case, all related intellectual property rights. No rights are granted to Subscriber or Users hereunder other than as expressly set forth in this Agreement.

4.2. Subscriber Data. As between Subscriber and Beyond, Subscriber owns all rights, title, and interest in and to Subscriber Data. Subscriber grants Beyond, its Affiliates, and its and their applicable contractors a limited, personal, non-transferable, non-assignable (except

as expressly stated herein), worldwide, non-exclusive license to host, copy, use, transmit, and display Subscriber Data, as appropriate for Beyond to provide and ensure proper operation of the Services in accordance with this Agreement, and by implementing integrations between any Third Party Applications. Subscriber agrees that Beyond shall also have the right to: (a) access and use Subscriber Data (i) to provide, maintain, optimize, update, and improve the Services; (ii) conduct research; and (iii) provide statistical insights and analysis related to Subscriber and its Users' use of the Services; and (b) anonymize and aggregate Subscriber Data (such anonymized and aggregated data, "Aggregate Data") to prepare reports, studies, analyses, and other work product, and create, improve and develop products. In the event that Subscriber uses or is introduced to the Services through a third party referral, partner, or PMS provider, Subscriber acknowledges that its revenue data will be shared with such third party.

4.3. Additional Content. As between Subscriber and Beyond, Subscriber owns all rights, title, and interest in and to Additional Content. To the extent Subscriber embeds or posts Additional Content on or to a website hosted or otherwise provided by Beyond in connection with the Services, Subscriber hereby grants Beyond and its Affiliates a limited, personal, non-transferable, non-assignable (except as permitted by this Agreement), worldwide, non-exclusive, royalty-free, license to host, copy, transmit and display such Additional Content, as appropriate for Beyond to provide the applicable Services.

4.4. Third Party Applications. The Services contain features designed to interoperate with Third Party Applications. To use such features, Subscriber or its Users may be required to obtain access to such Third Party Applications from their providers, and grant Beyond access to Subscriber's or its Users' account(s) on such Third Party Applications. If Subscriber uses a Third Party Application with the Services, Subscriber grants Beyond permission to allow the Third Party Application and its provider to access Subscriber Data and Additional Content solely as required for the interoperation of that Third Party Application with the Services. Any acquisition by Subscriber of Third Party Applications, and any exchange of Subscriber Data or Additional Content between Subscriber and any Third Party Application provider, product or service, is solely between Subscriber and the applicable Third Party Application provider. Beyond does not warrant, support, or have any liability for Third Party Applications. Beyond is not responsible for any disclosure, modification or deletion of Subscriber Data or Additional Content resulting from access by any Third Party Application or its provider. Beyond is not responsible for any disclosure, modification or deletion of Subscriber Data or Additional Content resulting from access by any Third Party Application or its provider.

4.5. Feedback. Subscriber or its Users may provide Beyond with feedback, suggestions, and ideas, if Subscriber or its Users choose to do so, about the Services ("Feedback"). Subscriber agrees that Beyond may, in its sole discretion, use the Feedback in any way, including in future enhancements and modifications to the Services. Subscriber and its Users hereby grant Beyond and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and assignable license to use and incorporate into the Services any suggestions, recommendations, corrections, or other feedback provided by Subscriber or Users relating to the Services.

5. Subscription Term; Termination.

5.1. Subscription Term. The Subscription Term for each Service is specified in the applicable Order Form. If Subscriber has entered into different Order Forms for different Services, the Subscription Terms may vary for different Services.

5.2. Renewals. Except as may otherwise be set forth in an Order Form, at the end of the Initial Term and any Renewal Term, each Order Form will automatically renew for the Renewal Term set forth in the Order Form, unless either Party provides the other with 60 days prior notice of its intention to not renew. If Subscriber does not want its then-current Subscription Term to automatically renew, Subscriber must send notice no less than 60 days prior to the end of their then-current term by emailing: customerexperience@beyondpricing.com. The Minimum Fee for each Renewal Term will be the same as the Minimum Fee for the prior Subscription Term unless otherwise agreed to in a new Order Form.

5.3. Termination. Either Party may terminate this Agreement, and all Order Forms subject to this Agreement, for cause upon: (a) 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (c) the other Party making an assignment for the benefit of creditors; or (d) the other Party's dissolution or ceasing to do business. A material breach includes but is not limited to, failure to pay Fees when due. Subscriber may not terminate an Order Form, or this Agreement, without cause during a Subscription Term.

5.4. Effect of Termination. Upon the termination of this Agreement or the expiration and non-renewal of a Subscription Term: (a) You will immediately cease accessing and using the Services subject to the termination or expired Subscription Term and (b) upon Your request made within thirty (30) days, Beyond will make certain Subscriber Data available for export or download, as described in the then-current Documentation, and thereafter will have no obligation to maintain or provide any Subscriber Data, and may delete or destroy all copies of Subscriber Data in its systems or otherwise in its possession or control. If this Agreement is terminated by Beyond in accordance with Section 5.3, or if Subscriber ceases use of the Services during a Subscription Term, Subscriber will pay the Minimum Fee for the period of the Subscription Term. Any termination of this Agreement does not relieve You of obligations to pay Fees or costs accrued prior to termination, disputes, and any other amounts owed to Beyond as provided in this Agreement.

6. Fees & Payment

6.1. Fees. Subscriber will pay Beyond the applicable Fees described in the Order Form in accordance with this Agreement and any other ancillary collected fees.

6.2. Booking Revenue Fee. Subscriber's Booking Revenue Fee, the Minimum Fee, and/or any alternative fee structures are specified in the applicable Order Form. Not all Services utilize Booking Revenue Fees. Unless otherwise set forth in the applicable Order Form, Subscriber shall pay the Booking Revenue Fee for each applicable Service, unless the Minimum Fee is not met for the Subscription Term, in which case Section 6.3 applies. The

Booking Revenue Fee is fixed for the Subscription Term but may be modified for Renewal Terms by providing thirty (90) days written notice to Subscriber (email is acceptable).

6.3. Minimum Fee. Unless otherwise set forth in the applicable Order Form, the Minimum Fee applies to the Services. Where there is a Booking Revenue Fee, the Minimum Fee will be invoiced in the event that Subscriber's total Booking Revenue Fees for a Subscription Term do not equal or exceed the Minimum Fee. For the Initial Term, total Booking Revenue Fees are calculated from the Go-Live Date, and for Renewal Terms, total Booking Revenue Fees are calculated from the first date of each Renewal Term. Beyond may determine in its reasonable discretion that Subscriber shall not be subject to the Minimum Fee if local regulations or a natural disaster materially affects the Subscriber's ability to conduct business.

6.4. Fees; Payment Terms; Invoice Disputes.

(a) Unless otherwise specified in an Order Form, Fees will be invoiced monthly in arrears, and are due upon receipt of invoice. Subscriber is responsible for providing complete and accurate billing information to Beyond. Subscriber hereby authorizes Beyond and its successor or assigns to charge the credit card ("Card") or initiate ACH debits from a depository account at a U.S. financial institution ("Account") that has been designated in its Beyond Pricing application for all fees and other amounts owed to Beyond or its affiliates, whether on a one-time basis or, if elected by Subscriber, on a recurring basis. Your designated Card or Account are collectively referred to as the "Payment Method." You represent and warrant that you are the cardholder/account holder named on the designated Payment Method. You will provide accurate and complete information to verify your Payment Method as requested by Beyond including but not limited to your billing address. You must always maintain the Account with sufficient cleared funds or the Card with a sufficient balance to meet your obligations under this Agreement throughout the Term of this Agreement and for as long as you have any outstanding financial obligations to Beyond after the termination of this Agreement. As a condition to receive the Service, you must authorize Beyond to store your Payment Method for future transactions in accordance with this Agreement. Payment obligations are non-cancelable, and fees paid are non-refundable unless otherwise provided herein. If Subscriber wants to change its Payment Method it may do so, provided however, that such change will not become effective until the date on which Beyond makes the change on its system. In no event is Beyond liable for any amounts or fees charged with respect to its charge or debit of the Payment Method. Subscriber will be responsible for any non-sufficient funds (NSF) fees for amounts charged to the Account. Beyond may rely on the payment information inputted by You and as may be updated from time to time by You. You authorize Beyond to share any information you provide us with our banking and payment processing partners. Your authorization to charge or debit your Payment Method will remain in full force and effect for the duration of this Agreement for as long there are any outstanding financial obligations to Beyond after the termination of this Agreement.

(b) Beyond reserves the right to suspend Subscriber's account, in addition to all of its other available rights and remedies, in the event that Subscriber's account becomes overdue. Suspension shall not relieve Subscriber's obligation to pay amounts due. All unpaid Fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the

maximum permitted by law, whichever is lower, plus all expenses of collection, including but not limited to attorneys' fees and expenses, collection agency fees, and any applicable interest, and may result in immediate termination of Services.

(c) If Subscriber believes that Beyond has billed Subscriber incorrectly, or Subscriber believes that invoices have included fees that should be excluded, Subscriber must contact Beyond's customer support team at customerexperience@beyondpricing.com no later than 15 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

(d) If Subscriber is using Beyond's payment processing solution Service, the applicable fees, as specified in an Order Form, will be assessed and deducted from the daily settlements prior to any funds being applied to Subscriber's account. Subscriber is responsible for making sure that their account information, provided during onboarding, is up to date and accurate and for providing timely notification to Beyond if any account information needs to be changed.

6.5. Credits.

(a) In the event that a Property booking is canceled prior to the commencement of the stay, Beyond will apply to Subscriber's account a credit in the amount of the Booking Revenue Fees charged for that booking and will automatically apply any such credit to future Booking Revenue Fees. Booking Revenue Fee Credits are non-refundable but may be transferred over to subsequent Subscription Terms, as necessary. Booking Revenue Fee Credits are only applied to Services that have Booking Revenue Fees.

(b) Any other types of credits set forth in an applicable Order Form will be made as set forth therein, provided the Order Form remains in effect and has not been terminated.

6.6. Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, VAT, sales, use, occupancy, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Subscriber and Users are responsible for determining and fulfilling their tax obligations under applicable laws to report, collect, or remit taxes. In jurisdictions where Beyond facilitates the collection and/or remittance of Taxes on behalf of Subscriber, Subscriber instructs and authorizes Beyond to collect taxes on its behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Beyond are identified to Subscriber on its invoice records, as applicable. If Beyond has the legal obligation to remit Taxes for which Subscriber is responsible, Beyond will invoice Subscriber and Subscriber will pay that amount unless it provides Beyond with a valid tax exemption certificate authorized by the appropriate tax authority. Subscriber agrees that its sole remedy for Taxes collected by Beyond is a refund from the applicable tax authority. Additionally, in certain jurisdictions, regulations may require that Beyond collect and/or report tax information about Subscriber. For clarity, Beyond is solely responsible for taxes assessable against it based on its income, property, and employees.

6.7. Fee Changes. Beyond reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each Subscription Term, upon thirty (30) days prior notice to Subscriber (which may be sent by email).

6.8. Additional Fees. Unless otherwise stated in an Order Form, Subscriber is responsible for any bank, third party, or ancillary fees that are charged to Beyond for the completion of any Service.

6.9. Audit. Beyond has the right, upon reasonable notice to Subscriber, to conduct an audit of Subscriber's books and records in order to determine compliance with the terms of this Agreement.

7. Confidentiality.

7.1. Definition of Confidential Information. "Confidential Information" means any information disclosed electronically, orally, or in writing by a party (the "Disclosing Party") to the other party (the "Receiving Party") that is not generally known to the public and at the time of disclosure is either identified as, or should reasonably be understood by the Receiving Party to be, confidential. Confidential Information includes, but is not limited to, the Services, any Order Form(s) entered into by the parties, Subscriber Data, business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, pricing, business processes, methods and models, and technical documentation. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement by the Receiving Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is or was independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (d) is or was lawfully received by the Receiving Party from a third party under no obligation of confidentiality.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will: (a) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) to protect the Confidential Information of the Disclosing Party; (b) not use any Confidential Information of the Disclosing Party for any purpose not authorized by this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to, and disclosure of, the Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither Party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent; provided that a Party that makes any such disclosure to its Affiliate, legal counsel, or accountants will remain responsible for such Affiliate's, legal counsel's, or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing: (i) Beyond may disclose the terms of this Agreement to a subcontractor or Third Party Application provider to the extent necessary to perform Beyond's obligations related to this Agreement, under terms of confidentiality materially as protective those set forth herein; and (ii) Beyond may provide access to Subscriber's Confidential Information to those its Users, employees, contractors, and agents whom Subscriber permits to use and manage its access and use of the Services.

7.3. Compelled Disclosure. The Receiving Party may access and disclose Confidential Information of the Disclosing Party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the Receiving Party will, if lawfully permitted to do so, notify the Disclosing Party within a reasonable time prior to such access or disclosure so as to allow the Disclosing Party an opportunity to seek appropriate protective measures. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, the Disclosing Party will reimburse the Receiving Party for the reasonable costs of compiling and providing secure access to such Confidential Information.

7.4. Equitable Relief. The Receiving Party acknowledges that the remedy at law for breach of this "Confidentiality" section may be inadequate and that, in addition to any other remedy the Disclosing Party may have, it shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of this "Confidentiality" Section by the Receiving Party and to enforce the terms and provisions of this section in addition to any other remedy to which the Disclosing Party is entitled at law or in equity.

8. Data Protection. Beyond's Data Protection Addendum ("DPA") is incorporated by reference into these Terms and is part of the Agreement. A copy of the current Beyond DPA is located at: <https://www.beyondpricing.com/dpa>.

9. Privacy Policy. Beyond's Privacy Policy is incorporated by reference into these Terms and is part of the Agreement. A copy of the current Beyond Privacy Policy is located at: <https://www.beyondpricing.com/privacy>.

10. Representations and Warranties; Disclaimer

10.1. Mutual Representations. Each Party represents and warrants that: (a) it is duly organized under applicable law and has sufficient authority to enter into this Agreement; (b) the person entering into this Agreement is authorized to sign this Agreement on behalf of such Party; and (c) the execution and performance of this Agreement does not conflict with any contractual obligations such Party has to any third party.

10.2. Representations and Warranties by Subscriber. Subscriber represents and warrants that: (a) it has all necessary rights to provide Additional Content and Subscriber Data to Beyond under this Agreement; (b) the Additional Content and Subscriber Data will be accurate and complete, and will not contain any material which is unlawful, defamatory, fraudulent, or obscene, or which infringes or violates any third party rights (including any intellectual property rights); and (c) it will use the Services in compliance with all applicable law.

10.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES, AND THE DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, BEYOND EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. BEYOND DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES, AND THE DOCUMENTATION, NOR DOES BEYOND WARRANT THAT THE SERVICES WILL BE FREE FROM ERRORS, OR THAT THE OPERATIONS OF THE SERVICES WILL BE UNINTERRUPTED. SUBSCRIBER RELIES ON THE SERVICES AND THE DOCUMENTATION AT SUBSCRIBER'S OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, THE LIMITATIONS SET FORTH ABOVE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BEYOND IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, OR OTHER DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS CONTROL, INCLUDING WITHOUT LIMITATION, PERFORMANCE OF THIRD PARTY APPLICATIONS, PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS.

11. Indemnification.

11.1. Indemnification by Beyond.

(a) Beyond will defend Subscriber and its Affiliates and their officers, agents, employees, representatives and assigns (the "Subscriber Indemnified Parties") against any claim, demand, suit, action or proceeding made or brought against Subscriber by a third party alleging that the Services infringe any copyright rights or misappropriate the trade secret rights of any third party (a "Claim Against Subscriber"), and will indemnify Subscriber Indemnified Parties from any damages, attorney fees and costs finally awarded against Subscriber Indemnified Parties as a result of, or for amounts paid by Subscriber under a settlement approved by Beyond in writing of, a Claim Against Subscriber.

(b) The defense and indemnification obligations in Section 10.1(a) do not apply to the extent a Claim Against Subscriber arises from Subscriber's breach of the Agreement or usage of the Services in violation of the Documentation. Upon the occurrence of a claim, suit or action for which indemnity is or may be due pursuant to Section 10.1(a) or in the event that Beyond believes that such a claim, suit or action is likely, Beyond may, at its option: (i) appropriately modify the Services so that they become non-infringing, or substitute functionally equivalent services; (ii) obtain a license to the applicable third party intellectual property rights; or (iii) terminate this Agreement on written notice to Subscriber. Subscriber agrees that Beyond's performance of its obligations under this section constitute Subscriber's exclusive remedy, and Beyond's sole obligation, with respect to a third party infringement claim. Beyond's obligations set forth within Section 11.1(a) do not apply if: (iv) a Claim Against Subscriber arises out of, and would not have otherwise occurred absent of, Subscriber's Additional Content, Subscriber Data, or Subscriber's use of the Services in violation of this Agreement or the Documentation; (v) a Claim Against Subscriber arises from, and would not have otherwise occurred absent the, use or combination of the Services or any part thereof with hardware, software, data or processes not provided, or explicitly approved in writing, by Beyond, if the Services or use thereof would not infringe without such combination; (vi) the allegation does not state

with specificity that the Services are the basis of the Claim Against Subscriber; or (vii) a Claim Against Subscriber arises from Services under an Order Form for which there is no charge.

11.2. Indemnification by Subscriber. Subscriber will defend Beyond and its Affiliates and their officers, agents, employees, representatives and assigns (the “Beyond Indemnified Parties”) against any claim, demand, suit, action or proceeding made or brought against Beyond by a third party (a) arising from Subscriber’s or any User’s use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or applicable Order Form; (b) resulting from a payment being returned for non-sufficient funds; or (b) alleging that any of Subscriber’s Additional Content and or the Subscriber Data infringes or misappropriates such third party’s intellectual property rights (each a “Claim Against Beyond”). Subscriber will indemnify Beyond Indemnified Parties from any costs, damages, and expenses finally awarded against Beyond Indemnified Parties as a result of, or for any amounts paid by Beyond Indemnified Parties under a settlement approved by Subscriber in writing of, a Claim Against Beyond.

11.3. Indemnification Procedure. The “Subscriber Indemnified Parties” and the “Beyond Indemnified Parties” are referred to as the “Indemnified Party,” and the Party obligated to provide the indemnity, as described above, is referred to as the “Indemnifying Party” for purposes of this Section. The obligations of either Party to provide indemnification under this Agreement will be contingent upon: (a) the Indemnified Party promptly giving the Indemnifying Party written notice of any claim for which indemnification is sought (provided that the Indemnified Party’s failure to notify the Indemnifying Party will not diminish the Indemnifying Party’s obligations under this Section, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure); (b) the Indemnifying Party having sole control of the defense and settlement of any and all claims for which indemnification is sought (provided that no settlement may be entered into without either (i) the consent of the Indemnified Party if such settlement would require any action on the part of the Indemnified Party other than to cease using any allegedly infringing or illegal content or services or (ii) unconditionally releasing the Indemnified Party of all liability); and (3) the Indemnified Party giving the Indemnifying Party all reasonably requested assistance at the indemnifying party’s expense. Subject to the foregoing, an Indemnified Party will at all times have the option to participate in any matter or litigation through counsel of its own selection solely at its own expense.

11.4. Exclusive Remedy. This “Indemnification” section states the Indemnifying Party’s sole liability to, and the Indemnified Party’s exclusive remedy against, the other Party for any third party claim described in this section.

12. Limitation of Liability and Exclusion of Damages.

12.1. Limitation of Liability. OTHER THAN AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BEYOND OR ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN

CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS HEREUNDER.

12.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, OR LOSS OF USE RESULTING FROM BUSINESS DISRUPTION, OR FOR ANY HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. General

13.1. Export Compliance. The Service may be subject to export laws and regulations of the United States and other jurisdictions. Beyond and Subscriber each represents that neither it nor any of its Users are named on any U.S. government denied-party list. Subscriber will not permit any User to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

13.2. Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3. Use Outside the United States of America. The Service is controlled and operated by Beyond from its offices in the United States of America. Except as explicitly set forth herein, Beyond makes no representations that the Services are appropriate for use in other jurisdictions. Those who access or use the Service from other jurisdictions do so at their own risk and are responsible for compliance with local laws. Beyond may offer services in other jurisdictions that are subject to different terms and conditions. In such instances, the terms and conditions governing those non-U.S. services shall take precedence over any conflicting provisions in this Agreement.

13.4. Governing Law; Venue. This Agreement and any disputes arising under it will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions, and each Party consents to the personal jurisdiction and venue of the state or federal courts located in California. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.5. Informal Dispute Resolution and Arbitration. The Parties agree that most disputes can be resolved without resort to litigation. The Parties agree to use their best efforts to settle any dispute directly through consultation with each other before initiating a lawsuit or arbitration. If, after good faith negotiations the Parties are unable to resolve the dispute, the Parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved according to Delaware law, in conformity with the procedures laid out in the

Federal Arbitration Act, and exclusively by binding arbitration before a single arbitrator with the Judicial Arbitration and Mediation Service (JAMS) and pursuant to the then existing arbitration rules at JAMS. If the Parties cannot agree upon selection of an arbitrator, then JAMS shall appoint an arbitrator experienced in the enterprise software industry. The place of the arbitration will be California unless otherwise agreed upon by the Parties. The arbitration will be conducted in English. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgment upon any such award may be enforced in any court of competent jurisdiction. The Parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the Parties expressly waive their right to file a class action or seek relief on a class basis. Subscriber may opt out and not be bound by the arbitration and class action waiver provisions by sending written notice to Beyond. The notice must be sent within thirty (30) days of the Effective Date of this Agreement between Subscriber and Beyond. If Subscriber opts out of arbitration, Beyond also will not be bound to arbitrate. Notwithstanding the foregoing, either Party shall be entitled to seek injunctive relief as set forth in the "Equitable Relief" section above and to stop unauthorized use of the Service or infringement of intellectual property rights. Disputes, claims, or controversies concerning either Party's intellectual property rights or claims of piracy or unauthorized use of the Service shall not be subject to arbitration. The Parties further agree that the prevailing Party in any action or proceeding to enforce any right or provisions under this Agreement, including any arbitration or court proceedings, will be entitled to recover its reasonable costs and attorneys' fees.

13.6. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. All notices to Beyond shall also be sent to legal@beyondpricing.com. Billing-related notices to Subscriber will be addressed to the relevant billing contact designated by Subscriber. All other notices to Subscriber will be addressed to the relevant administrator designated by Subscriber.

13.7. Publicity. Unless otherwise set forth in an Order Form, Beyond may include Subscriber's name and logo in Beyond's online customer list and in print and electronic marketing materials. Upon mutual agreement, the Parties may issue a press release highlighting Subscriber's use of the Services.

13.8. Relationship of the Parties. The Parties are and shall be independent contractors with respect to all services provided under this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no third party beneficiaries to this Agreement. As a matter of clarity, a Subscriber's clients are not third party beneficiaries to Subscriber's rights under this Agreement.

13.9. Severability; No Waiver. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the Parties. No waiver of any term of this Agreement shall be

deemed a further or continuing waiver of such term or any other term, and a Party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13.10. Assignment. Neither this Agreement nor any of the rights and licenses granted under this Agreement may be transferred or assigned by either Party without the other Party's express written consent (not to be unreasonably withheld or delayed); provided, however, that Beyond may assign this Agreement and all Order Forms under this Agreement upon written notice without the other Party's consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any other attempt to transfer or assign this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

13.11. Entire Agreement. This Agreement, including all attachments, exhibits, addendums, and any Order Form(s) hereunder, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. The Parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the representations and warranties set forth in this Agreement. To the extent of any conflict or inconsistency between the provisions of the Agreement and any Order Form, the Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Subscriber purchase order, vendor onboarding process, web portal, or any other Subscriber order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.