BEYOND CONTRACTED TERMS OF SERVICE

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, assignees, or subsidiaries ("**Subscriber**").

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/or (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 will take effect thirty (30) days (or less, if reasonably necessary) following the date of the posting or announcement 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 will 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.**

"**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.

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

"**AI**" means Artificial Intelligence.

"**AI Services**" means any functionality within the Services that incorporates or makes use of machine learning, Large Language Models (LLMs), generative AI, predictive models, reasoning systems, recommendation engines, AI agents, autonomous workflows, or in any other way leverages AI.

"**AI Output**" means any recommendation, prediction, insight, summary, analysis, response, generated content, communication, or any other output produced by any AI Service for any Subscriber(s).

"**API**" means Application Programming Interface.

"**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.

"**Customer Instructions**" means any prompts, workflows, automations, rules, configurations, permissions, settings, approvals, or any other instructions or inputs from Subscriber to any AI Service.

"**Default Rate**" means the then current highest credit card processing surcharge rate in effect for Beyond Subscribers to payment processing services.

"**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 Subscription Term Start Date as set forth on an Order Form.

"**Estimated GBV**" means the estimated gross booking volume as defined in an Order Form.

"**Fees**" means the fees set forth, including but not limited to Booking Revenue Fees and other fees, whether recurring, limited-time, flat fees, or otherwise, on an Order Form and in these Terms, both as may be revised or amended from time to time in accordance with this Agreement and may include other ancillary collected fees, such as Processing Fees.

"**Go-Live Date**" means the first date on which a Service is integrated and operational for Subscriber subject to any modified terms in an Order Form.

"**In-App Purchase**" means any purchase, activation, upgrade, addition, or other modification to the Fees or Services, whether through a website, portal, application, or other electronic interface, including the purchase of Services not identified on the initial Order Form or at the time when Subscriber initially agreed and entered into the Agreement with Beyond.

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

"**Intellectual Property**" means patent rights, trademarks, logos, names, copyrights, designs, and similar, whether registered or not, as well as databases, software, algorithm, codes, AI systems, models, prompts, workflows, automations, agent architecture, MCP Integrations and implementations, APIs, interfaces, configurations templates, trade secrets, know-how, processes, features, functionality, updates, customizations, and/or any enhancements or modifications thereto.

"**MCP Servers**" means Beyond's Model Context Protocol servers.

"**MCP Integration**" means any integration with or using the MCP Servers.

"**Minimum Fee**" means a minimum fee payable by the Subscriber for the period of time specified and as calculated in an Order Form. If no period of time is specified in an Order Form, the Minimum Fee amount is considered to be applicable for 12 months beginning at the start of the Initial Term.

"**Minimum Processing Volume**" means the minimum percentage of Subscriber's total credit card transactions which must be processed through Beyond's payment processing services as calculated in an Order Form.

"**Order Form**" means an ordering document specifying the Services and Fees to be provided hereunder, as agreed to between Subscriber and Beyond and as may be amended by them in writing, including through an In-App Purchase. For the purposes of this Agreement, any In-App Purchase shall constitute an Order Form, and shall not require additional writing or documents to be executed to be incorporated to and bound by these Terms and the Agreement. 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 (Property Listing may also be referred to as "Listing", "Property Count", or "Count").

"**Renewal Term**" means the term of this Agreement in any renewal period following the Initial Term.

"**Services**" means the contracted products and services that are provided by Beyond to Subscriber, including the AI Services. Services may also include the Documentation and any web-based, mobile, or other software application, service, system, or platform that is made available or integrated into a Service by Beyond for 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 set forth in any Order Form entered by Subscriber, commencing on the Effective Date (as defined in an Order Form). Subscription Term includes the Initial Term and all Renewal Terms (each a "Term").

"**Third-Party Applications**" means any Subscriber or third-party web-based, mobile, or other software application, service, system, platform, APIs, MCP Servers, AI agents or frameworks, or other technology resource 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 ("PMS"), channels, Online Travel Agencies ("OTAs"), and channel managers.

"**Users**" means any individuals and authorized non-human systems who are authorized by Subscriber to use the Services on Subscriber's behalf or for Subscriber's business purposes. Users may include, but are not limited to, Subscriber if Subscriber is an individual human, as well as employees, consultants, contractors, and agents, including AI agents, automations, workflows, or other software applications of Subscriber, and third-parties with which Subscriber transacts business or has contracted with.

2. Services.

2.1 **Use**. 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.

2.2 **Availability**. Beyond will use commercially reasonable efforts to: (a) make the Services available to Subscriber during the Subscription Term, pursuant to this Agreement and the standards set forth in Exhibit A; and (b) provide the Services in accordance with laws and government regulations applicable to Beyond's provision of its Services to its customers generally.

2.3 **AI Services**. With regards to any of the AI Services to which Beyond provides Subscriber access, Subscriber acknowledges and agrees that:

(a) any AI Output may be inaccurate, incomplete, outdated, or otherwise contain errors;
(b) Beyond wholly disclaims any warranty, whether express or implied, as to the accuracy, completeness, or suitability of the AI Outputs, or as it relates to the business outcomes from using the AI Services or relying on the AI Outputs;
(c) the AI Outputs do not constitute professional advice in any way, and should not be relied upon to make legal, financial, accounting, tax, or other business decisions;
(d) Subscriber remains solely and entirely liable for any Subscriber pricing and booking decisions, modification of Listings, or any other operational or business decisions that may or may not come as a result of Subscriber's use of the Services, AI Services, or interaction with the AI Outputs;
(e) Independent, human review of all AI Outputs for accuracy and quality remains Subscriber's sole responsibility; and
(f) Beyond does not make and has not offered Subscriber any guarantees regarding revenue, bookings, occupancy rates, OTA rankings, or any other Subscriber business or performance metrics.

2.4 **MCP Integrations**. With regards to any MCP Integrations facilitated by Beyond, or any Subscriber interaction with any MCP Server hosted by or integrated with the Beyond Services, Subscriber acknowledges and agrees that:

(a) Beyond does not control and is not responsible for any MCP Servers, Subscriber or third-party APIs, or any third-party data;
(b) Beyond is not liable for and wholly disclaims any third-party data that is inaccurate, incomplete, delayed, or in any other way unreliable; and
(c) Beyond is not liable for any outages, bugs, security breaches or incidents, or other system lapses or failures related to any MCP Integration.

2.5 **In-App Purchases.** Subscriber may purchase additional Services or modify its existing Services through In-App Purchases made available to Subscriber by Beyond. Subscriber acknowledges and agrees that any such In-App Purchase constitutes a binding addendum to Subscriber's Order Form under this Agreement that is governed by this Agreement without the need for additional or independently executed documentation. Subscriber is solely responsible for managing its Users and their permissions within the Services. Subscriber hereby authorizes Beyond to rely on any In-App Purchase submitted or confirmed through Subscriber's account

by a User authorized by Subscriber to administer Subscriber's account, subscription, billing, or purchases.

2.6 **Limited Right**. 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 (including security measures to prevent malware and other bugs), and legality of Subscriber Data and Additional Content, the means by which Subscriber acquired Subscriber Data and Additional Content, Subscriber's use of Subscriber Data and of Additional Content 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; (e) execute any required terms of service or other agreements required by Third Party Applications when requested by Beyond as part of the Services; and (f) 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 for any reasons, including without limitations, 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**. Beyond and/or its Affiliates own and retain exclusive ownership rights in and to the Services, AI Services, Aggregate Data (defined below), and all related Intellectual Property 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, non-transferable (except as expressly stated herein), non-assignable (except as expressly stated herein), worldwide, paid in full, royalty-free, 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 also has the right to: (a) access and use Subscriber Data (i) to provide, maintain, optimize, update, and improve the Services, including the AI Services; (ii) conduct research, including the developing, testing, and evaluating of internal models and systems; 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 (i) prepare reports, studies, analyses, and other work product, (ii) create, improve and develop products, and (iii) sell, license, or otherwise use such data in its anonymized and aggregated form. If Subscriber uses or is introduced to the Services through a third-party referral, partner, or property management system provider, Subscriber acknowledges that its Subscriber 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. Subscriber remains responsible and

liable for ensuring the Additional Content is compliant with applicable law.

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 any services offered by Beyond. 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 any of Beyond's products or services, any suggestions, recommendations, corrections, or other feedback provided by Subscriber or Users.

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 of any Renewal Term, each Order Form as may be amended in accordance with this Agreement, will automatically renew for the Renewal Term set forth in the Order Form, unless either Party provides the other with a sixty (60) day prior written notice of its intention to not renew. If no Renewal Term is set forth in the Order Form, each Renewal Term will be for a period of the same duration as the Initial Term. If Subscriber does not want its then-current Order Form to automatically renew, Subscriber must send notice no less than sixty (60) days prior to the end of the Initial Term or Renewal Term by emailing the following email address: support@beyondpricing.com. The Fee and the Minimum Fee for each Renewal Term will be the same as the Fee and the Minimum Fee applicable on the last day of the previous Term unless otherwise agreed in writing by both Parties.

5.3 **Termination**. Either Party may terminate this Agreement, and all Order Forms subject to this Agreement, for cause upon: (a) thirty (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 other Party's

dissolution or ceasing to do business. A material breach includes but is not limited to, failure to pay Fees when due or failure to comply with the terms of service of Third-Party Applications. Except as provided in Section 5.2 above, Subscriber may not terminate an Order Form, or this Agreement, without cause unless otherwise agreed in writing by Beyond. Disabling 50% or more of a Subscriber's listings or failure to maintain the number of listings specified in an Order Form will be considered a termination in breach of this Agreement. Beyond may also terminate this Agreement, and all Order Forms subject to this Agreement, upon the institution by or against Subscriber of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Subscriber's debts; Subscriber having outstanding invoices over thirty (30) days old; Subscriber declaring Subscriber's intention not to pay or to otherwise breach this Agreement; or Subscriber making an assignment for the benefit of creditors.

5.4 **Effect of Termination**. Any early termination of this Agreement under this Section 5.3 (or as otherwise permitted or required by law), whether by Subscriber or by Beyond, for any reason, will subject Subscriber to an "Early Termination Fee". If there are Services that list a Minimum Fee in the Order Form, the Early Termination Fee for those Services is equal to the greater of the Minimum Fee remaining unsatisfied or an amount equal to one-twelfth ($1/12^{th}$) of the Minimum Fee as specified in an Order Form, multiplied by the number of months remaining in the Term. If there are Services that do not list a Minimum Fee in the Order Form, the Early Termination Fee for those Services is equal to the amount that would be owed in fees for the remainder of the Term identified in the Order Form had the Agreement not been terminated early, including any Fees for scheduled future stays for which Subscriber is in a "pay on stay" plan. This early termination fee will be invoiced to Subscriber and charged or debited per Section 6.4 of this Agreement. Any termination of an Order Form does not relieve Subscriber of obligations to pay Fees or costs accrued prior to termination, disputes, and any other amounts owed to Beyond as provided in this Agreement. For Subscribers using Beyond's payment processing Services that do not have a specified Minimum Fee, Subscriber will be subject to an early termination fee equal to the Estimated GBV as defined in an Order Form less the actual fees processed prior to termination, and multiplying the resulting amount by the Default Rate.

5.5 **Post Termination**. Upon the termination, expiration, or non-renewal of an Order Form: (a) Subscriber will immediately cease accessing and using the Services and any of Beyond's Intellectual Property and (b) upon Subscriber's 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.

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 **Minimum Fee**. Unless otherwise set forth in the applicable Order Form, the Minimum Fee applies to the Services as detailed below if the Fee actually paid by Subscriber is not equal to or greater than the Minimum Fee. The balance between the Minimum Fee and the Fee actually paid by Subscriber will be invoiced as specified in the applicable Order Form, in accordance with Section 5.3 of this Agreement, or at the end of the Term, whichever occurs earliest. For the

Initial Term, total Fees are calculated from the Go-Live Date or if there is no Go-Live Date, from the start date of the Subscription Term, and for Renewal Terms, total Fees are calculated from the first date of each Renewal Term. Beyond may determine in its reasonable discretion that Subscriber will not be subject to the Minimum Fee if local regulations or a natural disaster materially affects the Subscriber's ability to conduct business.

6.3 **Delayed Go-Live**. If Subscriber does not Go-Live by the Go-Live Date as specified in the Order Form or if there is no Go-Live Date, from the start of the Subscription Term, Subscriber will be invoiced 1/12 of the applicable Minimum Fee on the Go-Live Date as specified in an Order Form and every monthly anniversary thereafter until Subscriber's actual Go-Live date. If Subscriber goes live prior to termination, these funds will be applied to actual Services after the Go-Live date and deducted from future invoices. If Subscriber does not Go-Live and terminates this Agreement for any reason, including non-renewal, the Minimum Fee less the payments received will be immediately invoiced in accordance with 6.2 above. Beyond may, at its sole discretion, opt not to enforce or to delay enforcement of this Section 6.3.

6.4 **Fees; Payment Terms; Invoice Disputes**. (a) Unless otherwise specified in an Order Form, Fees will be invoiced monthly in arrears, and all payments by Subscriber are due immediately upon receipt of invoice. Subscriber is responsible for keeping complete and accurate billing information at all times during the Subscription Term. 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 when they become due. Subscriber's designated Card or Account are collectively referred to as the "Payment Method." Subscriber represents and warrants that Subscriber is the cardholder/account holder named on the designated Payment Method. Subscriber will provide accurate and complete information to verify this Payment Method as requested by Beyond including but not limited to Subscriber's billing address. Subscriber must always maintain the Account with sufficient cleared funds or the Card with a sufficient balance to meet all Subscriber obligations under this Agreement throughout the Term of this Agreement and for as long as Subscriber has any outstanding financial obligations to Beyond after the termination of this Agreement. As a condition to receive the Service, Subscriber expressly agrees to and must authorize Beyond to store Subscriber's 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 Subscriber and as may be updated from time to time by Subscriber. Subscriber authorizes Beyond to share any information Subscriber provides us with our banking and payment processing partners. Subscriber's authorization to charge or debit the 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. 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 will not relieve Subscriber's obligation to pay amounts due. All unpaid Fees or invoices 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. 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 payments@beyondpricing.com no later than fifteen (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. If Subscriber is using Beyond's payment processing 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, in its sole discretion, may either:

(i) if there is no Processing Fee (as defined below), apply to Subscriber's account a credit in the amount of the Booking Revenue Fees charged for that Booking (a "Booking Revenue Fees Credit"); or

(ii) charge Subscriber a processing fee for that canceled stay (a "Processing Fee"). The amount and applicability of the Processing Fee may vary based on several factors, including but not limited to the timing of the cancellation and administrative expenses. However, the Processing Fee will not be higher than the Fees that would apply had the stay not been cancelled (the "Standard Fees"). When the Processing Fee is less than the Standard Fee, Beyond will apply to User's account a credit in the amount of the difference (in any case a "Booking Revenue Fees Credit").

Booking Revenue Fees Credits are nonrefundable but may be transferred over to subsequent Subscription Terms, as necessary. Booking Revenue Fees Credits are only applied to Services that have Booking Revenue Fees. Any unused Booking Revenue Fees Credits will expire one hundred and eighty (180) days after issuance.

(b) Any non-recurring credits provided to Subscriber for any reason on an ad hoc basis, including but not limited to "promo credits" ("Non-Recurring Credits") will automatically apply to future Fees unless otherwise stated when issued. Any unused Non-Recurring Credits will expire one hundred eighty (180) days after issuance.

(c) Any other types of credits ("Other 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. Any unused Other Credits will expire within one (1) month unless otherwise agreed in writing by Beyond.

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.

6.10 **Payment Processing Services**. For Subscribers using Beyond's payment processing Services, the following additional terms will apply: (a) Subscribers will be subject to a Minimum Processing Volume, as defined in the Order Form, in lieu of the Minimum Fee. If Subscriber fails to meet the Minimum Processing Volume, the surcharge per transaction will be the Default Rate regardless of the rate stated in an Order Form; and (b) Beyond may suspend or terminate Services if Subscriber's payment disputes or payment card processing errors are excessive in Beyond's opinion.

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, including the AI Services, business models, work processes, software, algorithm, practices, methods, operations, research, templates, services and products in development, AI systems and models, prompts, agent architectures, MCP Integrations and implementations, machine learning models, automation logic, any Order Form(s) entered into by the parties, 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, past, current, and prospective clients. For the avoidance of doubt, Confidential Information also includes any information received by Subscriber or a User through the Services or AI Services that reflects the design, operation, logic, architecture, algorithm, or functioning of the Services. Processing of Subscriber Data through the AI Services does not alter or modify in any way the ownership or confidential status of such data. 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, contractors, agents including AI agents, sub processors, and Third-Party AI providers 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 will 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.

7.5 **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.

7.6 **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.

7.7 AI Agentic Services Addendum. Beyond's AI Agentic Services Addendum is incorporated by reference into the Terms and is part of the Agreement. A copy of the current Beyond AI Agentic Services Addendum is located at: https://beyondpricing.com/legal/ai-agentic-services-addendum.

8. Representations and Warranties; Disclaimer

8.1 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.

8.2 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, including controlling antitrust laws and all laws regarding price collusion and fair competition.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES, AND THE DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. BEYOND DOES NOT PROVIDE ANY GUARANTEES AS TO THE RESULTS OF ANY OF THE PRODUCTS AND SERVICES OR OF ANY PART OF SUCH PRODUCTS AND SERVICES. 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 INCLUDING AI MODELS AND MCP SERVERS, PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF

ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AI OUTPUTS, RECOMMENDATIONS, OR WORKFLOWS, AND THIRD PARTY HOSTING SERVICE PROVIDERS. BEYOND WILL IMPLEMENT REASONABLE SECURITY MEASURES BUT WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY INTERFERENCE IN THE SERVICES. THIRD-PARTY INTERFERENCE INCLUDES BUT IS NOT LIMITED TO HACKS OR BREAK-INS TO WEBSITES DEVELOPED AND/OR USED BY BEYOND.

9. Indemnification.

9.1 **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 11.1(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 11.1(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; (vii) a Claim Against Subscriber arises from Subscriber's pricing decisions, competitive practices, exchange of competitively sensitive information, implementation of the recommended Services, use of Subscriber Data, or alleged violation of antitrust or competition laws, except to the extent that the claim arises solely and directly from Beyond's independent unlawful conduct unrelated to Subscriber's decisions or data; or (vii) a Claim Against Subscriber arises from Services under an Order Form for which there is no charge.

9.2 **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 or unethical manner, including but not limited to alleged violations of antitrust laws, price fixing

laws, unfair competition or consumer protection laws, market allocation laws, or any similar laws, as well as any Subscriber or User conduct that invites allegations of conspiracy to price fix or engage in any form of unfair competitive practice or violation of antitrust, competition, or price fixing laws; (b) arising from a violation of the Agreement, the Documentation, or applicable Order Form; (c) resulting from a payment being returned for non-sufficient funds; or (d) 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.

9.3 **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.

9.4 **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.

10. Limitation of Liability and Exclusion of Damages.

10.1 **Limitation of Liability**. OTHER THAN AS REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL 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.

10.2 **Exclusion of Consequential and Related Damages**. IN NO EVENT WILL 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.

11. General

11.1 **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.

11.2 **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.

11.3 **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 will take precedence over any conflicting provisions in this Agreement.

11.4 **Governing Law**. This Agreement and any disputes arising under it will be governed by the laws of the State of Illinois without regard to any conflict of laws provisions.

11.5 **Dispute Resolution**. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled solely by confidential binding arbitration in Cook County, IL, which will constitute the sole and exclusive remedy. The arbitrator will be appointed in accordance with the American Arbitration Association's Commercial Arbitration Rules. The Parties will split the costs of arbitration, except that the arbitrator may (and will, where there is one prevailing Party) award costs and attorneys' fees in its decision.

11.6 **Notices**. Notices under this Agreement will be given in writing via email to the email addresses provided by each Party in an Order Form (as may be amended in writing from time to time). All notices to Beyond must 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

in the Order Form.

11.7 **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.

11.8 **Relationship of the Parties**. The Parties are and will remain 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.

11.9 **Severability; No Waiver**. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and remain enforceable between the Parties. No waiver of any term of this Agreement will 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 will not constitute a waiver of such right or provision.

11.10 **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 is binding on and inures to the benefit of the Parties, their respective successors, and permitted assigns.

11.11 **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 will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a vendor onboarding process document or communication, web portal, or any other Subscriber order documentation not included in the definition of Order Form will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

Exhibit A

Performance Standards

I. Scope of Support

This Exhibit A documents the standard that Beyond provides for delivery of the Services (as defined in the Agreement), including levels of service and communication methods to Subscriber.

II. Services Availability

The website and API where Beyond provides access to the Services ("Site") will be made available to Subscriber twenty-four (24) hours a day, seven (7) days a week less (i) scheduled network, hardware or service maintenance of which Beyond will provide the Subscriber at least three (3) business days prior written notice; (ii) downtime caused by the acts or omissions of Subscriber or Subscriber's employees, agents, contractors, or vendors, or anyone gaining access to the Site by means of Subscriber's passwords or equipment; (iii) failures or malfunctions of any equipment or services provided directly or indirectly by Subscriber; (iv) a failure of the Internet, power outages, natural disasters, or data communication failures; or (v) the occurrence of any event that is beyond Beyond's reasonable control (collectively, the "Excusable Downtime"). Beyond guarantees that the Site will be available to Subscriber at least 99.9% of the time during each quarter, excluding Excusable Downtime ("Uptime Commitment"). Compliance with the Uptime Commitment and calculation of Outages (as defined below) will be measured on a three (3) calendar month (or "quarterly") basis. The Uptime Commitment percentage will be calculated by dividing the total number of minutes in which there were no Outages during an applicable quarter (excluding Excusable Downtime) by the total number of actual minutes in that quarter (excluding Excusable Downtime) and then multiplying that amount by 100 ("Actual Uptime"). "Outage" means any period of ten (10) or more consecutive minutes during which the Site is materially unavailable to Subscriber, excluding Scheduled Maintenance and any unavailability caused by factors outside Beyond's reasonable control.

Notices will be communicated via the Beyond-announce email list described in Section III of this Exhibit A. If Beyond fails to satisfy the Uptime Commitment during any three (3) month period, then Beyond will issue a credit to Subscriber's account equal to the percentage of the quarterly Services subscription fees

for the three (3) month period in which the failure occurs corresponding with the Actual Uptime for that three (3) month period:

Actual Uptime	**% Credit of Beyond Quarterly Service Fees**
99.8-99.89	1%
99.7-99.79	2%
99.6-99.69	3%
99.5-99.59	4%
Less than 99.5	5%

If Subscriber has paid an annual Services access fee, the quarterly fee will be 1/4 of the annual fee. Any credit issued under this Exhibit A may be applied to future Services subscription fees owed by Subscriber, but in no event will Beyond be required to issue a refund for any unused credits. All credits must be used within 12 months. Subscriber acknowledges and agrees that the foregoing credit will be its sole and exclusive remedy for Beyond's failure to comply with the Uptime Commitment in this Section

III. Services Notifications

Beyond maintains a Beyond-announce email list and uses that list to communicate notices about planned maintenance, Services outages, and other events. Subscriber will be added to that list based on the information on the first Statement of Work executed by Subscriber. If Subscriber would like to change its contact information, Subscriber must notify Beyond via email at support@beyondpricing.com.

IV. Problem Severity and Response Time

a. Process for Problem Submission

Subscriber must notify Beyond of Problems (defined below) by opening a new support case by email support@beyondpricing.com.

Subscriber's new case filing must include:

- Subscriber name and Subscriber contact and contact information
- Detailed description of the Problem
- Subscriber's proposed Problem Severity Level (based on the definitions set forth below)

b. Response Time

Beyond will use commercially reasonable efforts to respond to Problem notifications and target problem resolution based on the Problem Severity Level according to the following:

Level 0: Initial response within 60 minutes following Beyond's receipt of notification. Target resolution is 1 business day after receipt of notification.

Level 1: Initial response within 4 hours following Beyond's receipt of notification. Target resolution is 2 business days.

Level 2: Initial response within 1 business day following Beyond's receipt of notification. Beyond will provide Subscriber a target resolution timeframe in its response.

Level 3: Initial response within 3 business days following receipt of notification. Beyond will provide Subscriber a target resolution timeframe in its response.

Beyond's Standard Business Hours for customer support are 08:30 AM GMT to 01:00 AM GMT (next day) Monday through Friday, and 01:00 PM GMT to 10:00 PM GMT on Saturdays, Sundays, and Holidays. For notices submitted to Beyond outside of Beyond's Standard Business Hours, the notice will be deemed received and initial response and target resolution times will be measured starting at the beginning of Beyond's next business day (e.g., a submission after hours on a Tuesday will be received Wednesday morning and submissions after close of business on Friday will be received Monday, unless Monday is a holiday).

c. Problem Definitions

1. Problem Severity Level 0:

Major Business Impact – means a problem with the Services that prevents a majority of Subscriber's End Users from accessing the Services .

2. Problem Severity Level 1:

Significant Business Impact – means a problem with the Services where Users can access the Services but performance is significantly impaired and/or operation is considered severely limited and no workaround is available. The problem has one or more of the following characteristics:

- Internal software error, causing the Services to fail, but restart or recovery is possible.
- Severely degraded performance.
- Essential functionality is unavailable, yet the Services can continue to operate in a restricted fashion.

3. Problem Severity Level 2:

Minor Business Impact – means a problem that causes minimal loss of Services access or impaired performance. The impact of the problem is minor or an inconvenience, such as a manual workaround to restore functionality. The problem has one or more of the following characteristics:

- A software error for which there is a workaround.
- Minimal performance degradation.
- Software error requiring manual editing of administration settings, database query to correct a data inconsistency, or upload of CSV or XML files to work around a problem.

4. Problem Severity Level 3:

No Business Impact – means a problem that causes no loss of Services access or impaired performance. The impact of the problem has one or more of the following characteristics:

- A software function for which there is a workaround.
- Screen layout error.

V. Subscriber Responsibilities

In order for Beyond to provide the support services described in this Exhibit A Subscriber must:

- Provide Beyond with documentation and information requested by Beyond in order to enable Beyond to reproduce Problem or incident; and
- Provide Beyond with reasonable assistance, as may be requested.

VI. Support Exclusions

Beyond will not be obligated to provide any of the following as part of support services under this Exhibit A:

- Support for software or hardware other than the Services ;
- On site support services; or
- Support for the Services if (a) the problem results from use with any hardware or software not provided by Beyond; or (b) resulting from any use not expressly authorized by Beyond.