MASTER SERVICES AGREEMENT

Last Updated: October 14, 2026

This **Master Service Agreement**, any applicable Order Forms, Exhibits, and/or Addenda hereto (collectively, the "**Agreement**") is a legal agreement between you ("**Client**") and **Company** (defined below) to purchase access to the **Company Platforms** (defined below) and the related subscription services and other services that Company may provide to Client in an Order Form (defined below) (collectively, the "**Services**"). This Agreement governs the use of the Services Company provides to you. Capitalized terms used but not defined herein shall have the meanings ascribed to them in any applicable Order Form.

"Company" means Fullsteam Software Holdings LLC DBA RoomKey, a subsidiary of Fullsteam Operations LLC, if Client is located in the United States, and FS Operations Canada Ltd. DBA RoomKey, a subsidiary of FS Operations Canada Ltd, if Client is located outside the United States.

"**Order Form**" means a separate ordering agreement (including but not limited to a statement of work, proposal, or change order), or page on the Site pursuant to which Client purchases Services.

"**Company Platforms**" means collectively and individually, https://roomkeypms.com/ and any of their subdomains (collectively, the "Site") and any websites, platforms, exchanges, successor platforms and exchanges, software, hardware, portals, applications, and Application Programming Interfaces ("API"s), programs, components, functions, screen designs, reporting data, and report formats owned or operated by Company and all updates, upgrades, and other derivative works, releases, fixes, patches, etc. related to the software that Company develops, deploys, or makes available to Client during the Term of this Agreement, as they may be modified, relocated and/or redirected from time to time, to receive, or review data and results of the Services.

BY ACCESSING OR USING THE SERVICES OR ENTERING INTO AN ORDER FORM HEREUNDER, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON CLIENT'S BEHALF, AND YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS OF COMPANY'S PRIVACY POLICY . IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ARE NOT AUTHORIZED TO ACCEPT THIS AGREEMENT ON CLIENT'S BEHALF, THEN YOU ARE NOT AUTHORIZED TO AND ARE PROHIBITED FROM ACCESSING THE SERVICES. THE SERVICES ARE OFFERED AND AVAILABLE TO USERS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY AND MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE SERVICES.

In the event there is any conflict between the terms and conditions in this Master Service Agreement and the terms and conditions in any applicable Order Form, the terms of the Order Form shall prevail.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Client's initial access to the Services through any online provisioning, registration, or order process, or (b) the effective date of the first Order Form. This Agreement governs Client's initial purchase of Services on the Effective Date as well as any future purchases made by Client that reference this Agreement.

1. SERVICES AND TERMS.

1.1. **Grant of Access**. Subject to the terms and conditions of this Agreement, the Company grants to Client a limited, non-exclusive, revocable, non-transferable, and non-sublicensable right for Client's authorized employees, agents, representatives, consultants, and contractors ("**Authorized Users**" or

"**User**") to access and use the Services described in an applicable Order Form during the Term of the Order Form for Client's internal business purposes only in accordance with the Documentation (as defined below) and, if the Client is a franchisor and Client is specifically permitted in the applicable Order Form, to sub-license the Services to its franchisees and their respective employees, contractors, agents, and affiliates (the "Franchisees"), for the same business and no other purpose whatsoever. The Services may allow Client to designate different types of Authorized Users, which may have different pricing, functionality, and use restrictions, as described on the Site, in the Documentation, or in the applicable Order Form. Each Authorized User must keep its login credentials confidential and not share them with anyone else. Client is responsible for its Authorized Users' compliance with this Agreement and actions taken through their accounts. This Agreement does not permit access to the Services by persons who are not Authorized Users.

1.2. **Reservation of Rights**. Access to the Services is provided on a limited term and Services basis. All rights not specifically granted to Client hereunder are reserved by Company. Nothing herein shall prevent the Company from promoting, providing, licensing, sub-licensing or subcontracting the Services or providing the Services to other parties. Client shall promptly notify Company of any determination, discovery, or notification that any person or entity is or may be misusing or infringing the Services, including without limitation if it becomes aware of any compromise of its Authorized Users' login credentials.

1.3. **Professional Service Deliverables.** All work product, customizations, improvements, and/or enhancements to the Services performed by Company for Client pursuant to this Agreement or as identified on any separate Order Form executed by the parties (collectively, "**Professional Service Deliverables**"), shall be owned exclusively by Company, unless otherwise provided in the corresponding Order Form. If, by operation of law or otherwise, any Professional Service Deliverables are not owned exclusively by Company immediately upon creation thereof, Client agrees to assign, and hereby irrevocably assigns, to the Company exclusive ownership of such Professional Service Deliverables and expressly disclaims any ownership rights thereto. Client will cooperate with the Company to confirm and/or execute such assignments and Company's ownership of Professional Service Deliverables.

1.4. **Feedback**. If Client provides the Company with feedback or suggestions regarding the Services ("**Feedback**"), Company may use Feedback without restriction or obligation. In addition, Client hereby irrevocably assigns ownership of any and all Feedback to Company and will cooperate with Company to confirm and/or execute such assignments and Company ownership of Feedback.

1.5. **Anonymized Data.** As between Client and Company, Company owns all rights, title, and interest in and to information which does not relate to an identified or identifiable natural person, or personal information rendered anonymous in such a manner that the natural person is not or no longer is identifiable ("Anonymized Data"). Accordingly, Company may, during the Term and thereafter, use, display, transmit, modify and prepare derivative works of Anonymized Data in any media for any lawful purpose, including maintaining and improving the Services.

1.6. **Third-Party Providers**. Client's use of any platform, add-on, service, code (including open source) or product not provided by Company that Client chooses to integrate or enable for use with the Services ("**Third-Party Provider**") shall be subject to the terms and conditions of Client's agreement with such third party, and Client is solely responsible for its compliance with such terms and conditions. Client acknowledges that Company does not control, is not responsible for, and will not be liable in any way for Client's use of any Third-Party Provider or any damage or loss resulting from Client's access to, use of, or interaction with, any Third-Party Providers. Client further acknowledges that any Client data loss, downtime or periodic unavailability of the Services due to Third-Party Providers' system maintenance,

upgrades, or any other reason is outside of Company's control. The foregoing does not exclude or limit Client's right to pursue any remedies directly against a Third-Party Provider.

1.7. **Documentation**. Subject to the terms and conditions of this Agreement, Company grants to Client a limited, non-exclusive, non-transferable, revocable, and non-sublicensable right and license to use and make copies of the usage guidelines and standard technical documentation for the Services as may be provided or made available online or in writing by the Company ("**Documentation**"). Documentation is for Client's internal use only, for archival purposes, and for training and education of Authorized Users, provided that all proprietary notices of the Company and its licensors, if any, are reproduced and retained. Company reserves the right to modify the Documentation in Company's sole determination without prior notice to Client.

2. PROHIBITIONS. Use of and access to the Services is permitted only by Client and its Authorized Users. Under no circumstances may Client or any Authorized User modify, decompile, reverse compile, disassemble, reverse engineer, decrypt, or otherwise seek to recreate the source code of the Services, modify or adapt the Services in any way, use the Services to create a derivative work, or grant any other person or entity the right or access to do so, without the Company's advance written consent. Except as expressly authorized by this Agreement, and without limiting the foregoing, Client and Authorized Users represent and warrant that they will not (a) modify, copy, duplicate, reproduce, unbundle, license, sublicense, sell, assign, transfer, display, distribute, lend, rent, lease, sublease, or make available the Services or any portion thereof to any third party; (b) provide, transmit, disclose, divulge, or make available to, or permit use of the Services by, any third party or entity or machine; (c) use the Services in a service bureau, out-sourcing or other arrangement to process or administer data on behalf of any third party; (d) publish, post, upload, or otherwise transmit any unlawful, false, offensive, defamatory, or infringing data or any data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another; (e) use or knowingly permit the use of any security testing tools in order to prove, scan, or attempt to penetrate or ascertain the security of Company or the Services without the prior written consent of Company; (f) attempt to gain any unauthorized access to the Services or Company customer data or attempt any unauthorized alteration or modification thereof; (g) use or launch, or knowingly permit the use or launch of, any automated system, including, without limitation, "robots," "spiders," or "offline readers," that access the Services; or (h) use the Services or the information contained therein in violation of any applicable law or regulation.

3. SUSPENSION. Company may, at its sole discretion, suspend Client's and/or Authorized Users' use of the Services (in whole or in part) if Company determines that (a) Client or Authorized Users breaches any terms of this Agreement including the applicable Order Form, (b) Client's account is thirty (30) days or more overdue for payment after being notified, or (c) Client's or Authorized Users' use of the Services risks harm to other customers of Company or the security, availability, or integrity of the Services.

4. CLIENT DATA.

4.1. **Client Data**. Use of the Services may involve the Company's receipt, processing, and storage of data, information, or material input by Client, Authorized Users, and Client's end user customers who use the Services ("**End Users**") (collectively, "**Client Data**"). Client affirms, represents, and warrants that Client owns or has the necessary licenses, rights, consents, and permissions to collect, use, and authorize Company to use all Client Data in the manner contemplated hereunder and to transfer to and process such

Client Data. Client further represents and warrants that Company's use of Client Data does not and will not violate or infringe any applicable law, any third-party rights, or any terms or privacy policies that apply to the Client Data.

4.2. **License to Client Data**. Client hereby grants the Company the worldwide, non-exclusive, right to use, copy, store, transmit, display, modify and create derivative works of Client Data, as necessary to provide the Services under this Agreement.

4.3. **Accuracy of Client Data**. Client is solely responsible for the accuracy, content, currency, completeness, and delivery of the Client Data provided by Client, Authorized Users, and Client's End Users.

4.4. **Return of Client Data**. Upon termination or expiration of this Agreement, or at Client's request, Company shall provide access to all Client Data in a commonly used machine-readable format or such other format as agreed by Client and Company. Company shall provide access to the Client Data for no more than thirty (30) days after the termination or expiration of the Agreement. After this thirty (30) day period, Company may delete Client Data in accordance with its standard schedule and procedures.

5. PAYMENT.

5.1. **Fees and Expenses**. Client's use of the Services is subject to prompt payment of all fees described in the applicable Order Form, together with related expenses (collectively, "Fees"), via a payment method registered with Company's merchant processor. Company does not accept payment by check; payments made by check may be subject to a $25 processing fee. Deposits are non-refundable. Fees are subject to adjustment only as expressly set forth in Section 5.2 (Annual Fee Adjustments) below. Unless the Order Form provides otherwise, Company will invoice Client quarterly, and all Fees not subject to a good-faith dispute are due upon invoice. Client must notify Company in writing of any invoice dispute within ten (10) business days of the invoice date or will be deemed to have waived the dispute. Late payments accrue a service charge of 1.5% per month (18% per annum), or the maximum rate allowed by law, whichever is less. Fees are non-refundable and non-cancellable except as expressly provided in this Agreement, and are exclusive of Taxes.

5.2. **Annual Fee Adjustments**. Subscription Fees are fixed for the first twelve (12) months following the Billing Start Date. Beginning on the first annual anniversary of the Billing Start Date, and on each annual anniversary thereafter — including during the remainder of the Initial Subscription Term and during any Renewal Term — Subscription Fees may be increased by the annual percentage increase in the applicable Consumer Price Index (or any successor index) published by the applicable governmental authority for the country in which Client is primarily located, measured over the preceding twelve (12) months, plus three percent (3%). In no event shall the total increase in any twelve (12) month period exceed ten percent (10%). Company will provide Client with at least sixty (60) days' prior written notice of any fee adjustment. As used in this Agreement, "Subscription Fees" means the recurring subscription Fees payable by Client under an Order Form for the Services; "Billing Start Date" means the date Fees first become payable under the applicable Order Form, as set forth therein, or, if not specified, the Effective Date; and "Initial Subscription Term" and "Renewal Term" have the meanings given in Section 9.1 (Term).

5.3. **Taxes**. Client is responsible for any sales, use, goods and services taxes (GST), harmonized sales taxes (HST), value-added, withholding or similar taxes or levies that apply to any Order Form, whether domestic or foreign ("**Taxes**"), other than Company's income tax. If Company is legally obligated to pay or collect Taxes for which Client is responsible under this Agreement, the appropriate amount will be computed based on Client's address listed in the Order Form, unless Client provides Company with a valid

tax exemption certificate authorized by the appropriate taxing authority. Fees listed on or invoiced pursuant to an Order Form are exclusive of Taxes.

6. CLIENT OBLIGATIONS.

6.1. **Client Contact**. Client will cooperate with Company in all matters relating to the Services and appoint a primary contact who will have the authority to act on behalf of Client for matters pertaining to this Agreement. Client will provide access to Client's premises, or access to Client Data, reasonably needed for Company to perform the Services. If Client fails to do so, Company's obligation to provide the Services will be excused until access is provided, and the parties agree on an updated timeline.

6.2. **Client Requirements**. Client shall be responsible for providing and maintaining all necessary hardware, software, electrical and other physical requirements for Client's use of the Services, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Services.

6.3. **Accessibility**. As it relates to Client's use of the Services, Client is solely responsible for compliance with all applicable accessibility laws, rules, and regulations, including, but not limited to, Title III of the Americans with Disabilities Act ("ADA"), and (if applicable) New York's state and city level Human Rights Act and California's Unruh Civil Rights Act.

6.4. **Acceptable Use Policy.** Client is solely responsible for the content of any postings, communications, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. To the extent the Services allows uploading or posting of content or data by Client, Authorized Users, or End Users, Client will ensure that any content or data posted by or on behalf of Client, Authorized Users, or End Users is not inappropriate, illegal, obscene, threatening, libelous, discriminatory, hateful, or in violation of any third-party rights. If and to the extent the Services includes, integrates or links to any third party content, data or software, including without limitation any open source services (collectively, "**Third Party Content**"), Client acknowledges and agrees that (a) Company is not responsible for any Third Party Content and it is provided as is; and (b) any Third Party Content may be subject to additional terms and conditions (including applicable terms of use, privacy policies, end user license terms, etc., for which Client shall be responsible for agreeing to and complying with. Client represents and warrants that it will: (a) not use the Services in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; (b) not violate or tamper with the security of any Company computer equipment or program. If Company has reasonable grounds to believe that Client is utilizing the Services for any illegal or disruptive purpose, Company may suspend the Services immediately with or without notice to Client. Company may terminate the Agreement for breach of this Agreement if Client fails to adhere to the foregoing acceptable use standards. Client shall defend, indemnify and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims based upon the content of any such communications.

6.5. **Calls and Messaging**. If the Services include email, calling, and/or text messaging features which enable Client to text third parties via the Services, Client is solely responsible for ensuring that the email, calling and/or text message feature(s) of the Services are utilized in a manner that complies with all applicable local, state, and federal laws, rules and regulations governing the sending of emails, calls, and/or

text messages. This includes, but is not limited to, compliance with applicable email and telemarketing laws such as the CAN-SPAM Act and Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, the EU ePrivacy Regulation, and comparable state laws. Client also represents and warrants that each third party to whom Client calls or texts has specifically granted Client permission to send such messaging; and that opt-out options are provided to such third parties pursuant to applicable law, rule, or regulation. Client is solely responsible for the content of any messaging by Client via the Services to third parties, and under no circumstances shall Company be identified by Client as the sender of such messaging. Client acknowledges it is responsible for obtaining any and all permissions required to use the Services' calls, text messaging, or email features.

6.6. **Payment Processing.** Unless otherwise stated in an applicable Order Form, Client must be enrolled in and processing payments through Company's integrated payments processing platform within sixty (60) days of the Effective Date of this Agreement. If Client does not process payments through Company's integrated payment solution within the required timeframe, Company, in its sole discretion, may delay or remove access to the Services, restrict certain Services product features, increase Fees and/or charge a non-integrated payment processing fee unless Company determines that Client qualifies for a temporary or ongoing exemption (in whole or in part). Client acknowledges that Company may delay access or restrict access to certain product features or the Services altogether for non-compliance within the required timeframe. Company reserves the right to apply non-integration payment processing fees in its sole discretion to Client or Franchisee, and to apply, modify, increase, decrease the non-integration payment processing fee at any time.

7. SECURITY AND PRIVACY; DATA PROCESSING. Company shall use reasonable and appropriate administrative, physical, and technical security programs and procedures designed to protect and secure the Services and Client Data. Client agrees to use reasonable efforts to prevent unauthorized persons from having access to the Services or any equipment providing the Services. Company and Client agree to notify the other party promptly upon becoming aware of any unauthorized access or use of the Services or Client Data by any third party. Client Data may be stored and processed in the United States or any other country in which Company or its service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer, use, and disclosure of Client Data to the U.S. or any other country in which Company, Company's Affiliates, or its service providers maintain facilities

8. TERM AND TERMINATION.

8.1. **Term**. This Agreement begins on the Effective Date and continues for thirty-six (36) months thereafter (the "Initial Subscription Term"), unless otherwise set forth in the Order Form. Upon expiration of the Initial Subscription Term, this Agreement will automatically renew for successive twelve (12)-month terms (each, a "Renewal Term"), with each Renewal Term commencing on the anniversary of the Effective Date, unless either party provides the other with written notice of non-renewal no less than ninety (90) days prior to the end of the then-current Initial Subscription Term or Renewal Term. The Initial Subscription Term, together with all Renewal Terms, is referred to as the "Term."

8.2. **Termination**. Either party may terminate this Agreement (including all Order Forms) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after receipt of written notice of such breach by the other party, (b) ceases operation without a successor, or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within sixty (60) days.

8.3. **Early Termination**. If Client terminates the Agreement prior to the expiration of the applicable Order Form, or Company terminates for material breach, then Client shall forfeit all pre-paid amounts for Fees, and for those arrangements in which the Fees are not paid in advance, Client shall pay Company an amount equal to the monthly Fee multiplied by the number of months remaining in the Term.

8.4. **Effect of Termination**. Upon termination or expiration of this Agreement or Order Forms for any reason, Client's access to the Services will cease, other than limited use of the Services to export Client Data. Client will immediately return any Documentation in its possession to Company. Upon termination or expiration of this Agreement, the Client will return or destroy all of Company's Confidential Information within its possession, custody, or control and will certify such destruction to Company upon request. Client Data and other Confidential Information may be retained subject to the receiving party's retention practices until such information is scheduled to be deleted in accordance with the receiving party's policies and procedures, but will remain subject to this Agreement's confidentiality restrictions until deleted.

8.5. **Survival**. Any provision of this Agreement which contemplates performance or observance subsequent to its termination or expiration, either explicitly or by its nature, shall continue in full force and effect.

9. LIMITED WARRANTY AND DISCLAIMER.

9.1. **Limited Warranty.** Client and Company warrant that each party has the corporate power and authority to enter into and carry out the terms of the Agreement. Company further warrants to Client that: (a) the Services will perform materially as described in the Documentation; (b) Company will perform any Services in a professional and workmanlike manner; and (c) Company will use industry-standard measures designed to ensure that the Services (excluding Client Data) does not contain viruses, malware or similar harmful code.

9.2. **Warranty Remedy.** If Company breaches this Section and Client makes a reasonably detailed warranty claim within thirty (30) days of discovering the issue, then Company will use reasonable efforts to correct the non-conformity. If Company determines such remedy to be impracticable, either party may terminate the affected Order Form as it relates to the non-conforming Services. Company will then refund Client any pre-paid, unused amounts for Fees for the terminated portion of the Services. These procedures are Client's exclusive remedy and Company's entire liability for breach of this Section. These warranties do not apply to (i) issues caused by misuse or unauthorized modifications by Client or its authorized users, or (ii) issues in or caused by Third-Party Providers or other third-party systems.

9.3. **Warranty Disclaimer**. EXCEPT AS STATED AND EXPRESSLY PROVIDED IN THE WARRANTY SECTION ABOVE, THE SERVICES, THE DOCUMENTATION, AND ANY PROFESSIONAL SERVICES DELIVERABLES PROVIDED BY COMPANY UNDER THIS

AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL, OR OTHERWISE, WITH RESPECT TO THE SERVICES, THE DOCUMENTATION AND ANY PROFESSIONAL SERVICES DELIVERABLES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPLETENESS, ACCURACY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY EXPRESSLY DISCLAIMS THAT CLIENT'S USE OF THE SERVICES, OR PROFESSIONAL SERVICES DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET CLIENT'S PARTICULAR REQUIREMENTS, THAT DEFECTS IN THE SERVICES, IF ANY, WILL BE CORRECTED; OR THAT RESULTS WILL BE TIMELY, ACCURATE, ADEQUATE OR COMPLETE OR THAT IT WILL MAINTAIN CLIENT DATA WITHOUT LOSS. COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE SECURITY AND PROTECTION OF CLIENT DATA NOR GUARANTEE DATA AVAILABILITY. CLIENT BEARS THE SOLE RESPONSIBILITY AND LIABILITY FOR MAINTAINING BACKUP AND ARCHIVE COPIES OF CLIENT DATA. COMPANY DOES NOT WARRANT OR REPRESENT THAT USE OF THE SERVICES WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, AND CLIENT UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS. COMPANY IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE COMPANY'S CONTROL, INCLUDING THE FAILURE TO PROMPTLY IMPLEMENT THE LATEST RELEASE OF THE SERVICES BY OR AT THE DIRECTION OF CLIENT. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD. CLIENT ALONE IS RESPONSIBLE FOR ANY THIRD-PARTY CONTENT, AND COMMUNICATIONS, MESSAGES, OR OTHER CONTENT THAT ITS AUTHORIZED USERS' POST, UPLOAD, SUBMIT, TRANSMIT, OR SHARE VIA THE SERVICES, OR THE PROFESSIONAL SERVICES DELIVERABLES, INCLUDING ALL CLIENT DATA.

10. LIMITATION OF LIABILITY.

10.1. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, WORK STOPPAGE, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOST PROFITS, LOSS OF USE OF EQUIPMENT, LOSS OF REPUTATION, OR LOST CONTRACTS, OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY CLIENT.

10.2. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, COMPANY'S ENTIRE AGGREGATE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES SHALL NOT EXCEED THE LESSER OF (1) TEN THOUSAND US DOLLARS ($10,000.00), OR (2) TOTAL FEES PAID OR PAYABLE BY CLIENT TO

COMPANY, PURSUANT TO THE APPLICABLE ORDER FORM IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

10.3. The waivers and limitations in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose. Neither party may bring a claim or action, regardless of form, arising out of the Agreement more than twelve (12) months after the claim or cause of action arose.

11. INDEMNIFICATION.

11.1. **Company Indemnification**. Company will indemnify, defend, and hold harmless Client and its officers, directors, agents and employees from and against any third-party claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees) ("Claims") finally awarded to the extent such Claims directly arise from Company's provision of the Services infringing on a third-party's intellectual property rights in the United States.

11.2. **Client Indemnification**. Client will indemnify, defend, and hold harmless Company, its affiliates and their respective officers, directors, agents and employees from and against any and all third-party Claims to the extent such Claims arise from or relate to (1) Client Data or Third Party Content; (2) Client's breach of the Agreement or Order Form; (3) Client's gross negligence or willful misconduct; (4) modification to the Services or any deliverables made by or at the direction of Client and designed solely in accordance with specifications provided by Client; (5) Client's violation of applicable law; and/or (6) Client's infringement of intellectual property rights of a third party.

11.3. **Indemnification Procedure**. When seeking indemnification pursuant to this Agreement, the party seeking indemnification shall (1) promptly notify the indemnifying party in writing of the Claim provided that any failure or delay to provide such notice shall not affect a party's obligation to indemnify to the extent the indemnifying party is materially prejudiced by such failure or delay (2) give the indemnifying party reasonable information and cooperation required to defend such suit, claim or proceeding, and (3) allow the indemnifying party to control the defense of any such Claim and all negotiations for its settlement or compromise; provided, however, the indemnifying party shall not settle any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party may be represented in the defense of any such claim, at the indemnified party's expense, by counsel of its selection. The indemnified party shall have no liability for settlements made or costs incurred without its consent. The absence of insurance shall not diminish any responsibility of either party's obligation to indemnify under the Agreement.

11.4. **Mitigations and Exceptions.** In response to an actual or potential infringement Claim, Company may at its option: (a) procure rights for Client's continued use of the Services, (b) replace or modify the allegedly infringing portion of the Services to avoid infringement without reducing the Services' overall functionality, or if options (a) and (b) are not commercially practicable, (c) terminate the affected Order Form and refund to Client any prepaid, unused amounts for Fees for the terminated portion of the Services.

11.5. **Conditions.** Company shall have no obligation or otherwise (including no indemnification obligations) with respect to any infringement or misappropriation Claims arising out of or resulting from (1) Client's modification of the Services or use of the Services in combination with any products, equipment, software, data, Third Party Content, or any content not provided by Company (2) Client's use of the Services other than the most recent release, (3) Client's unauthorized or non-compliant use of the Services, or (4) if Client settles or makes any admissions about a claim without Company's prior written consent.

11.6. **Exclusive remedy**. This Section sets out Client's exclusive remedy and Company's entire liability regarding infringement of third-party intellectual property rights.

12. CONFIDENTIALITY.

12.1. **Confidential Information**. Except as expressly provided herein, the parties agree that the receiving party shall not publish or otherwise disclose and shall not use for any purpose any non-public information about the disclosing party's business or activities that is proprietary and confidential that is furnished to it by the disclosing party pursuant to the Agreement which (i) if disclosed in tangible form is marked "Confidential" or with other similar designation to indicate its confidential or proprietary nature, or (ii) if disclosed orally is indicated orally to be confidential or proprietary by the disclosing party at the time of such disclosure, or (iii) is confirmed in writing as confidential or proprietary by the disclosing party within a reasonable time after such disclosure, or (iv) by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential (collectively, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include information that, in each case as demonstrated by written documentation: (i) was properly in receiving party's possession or properly known by it, without restriction, prior to receipt from the disclosing party; (ii) was rightfully disclosed to receiving party by a third party without restriction; (iii) is, or becomes generally available to the public or otherwise part of the public domain, other than through any act or omission of the receiving party (or any subsidiary, agent or employee of the receiving party) in breach of the Agreement; (iv) was independently developed by the receiving party without reference to or use of any Confidential Information disclosed by the disclosing party; or (v) is approved in writing by the disclosing party for release.

12.2. **Return of Confidential Information**. Upon termination of the Agreement for any reason or upon request of the disclosing party at any time, the receiving party will (i) promptly return to the disclosing party the original and all copies of all Confidential Information or, in lieu thereof, certify that all such Confidential Information has been destroyed; and (ii) destroy all notes and copies thereof made by receiving party containing any Confidential Information, provided that neither party shall be obligated to return or destroy Confidential Information to the extent necessary to fulfill its obligations and to enforce its rights under the Agreement or to the extent otherwise required by law, regulation, legal, regulatory or judicial process, rule or practice governing professionals or any internal compliance policy or procedure relating to the safeguarding or backup storage of data; provided that any such Confidential Information so not returned or destroyed shall remain subject to the confidentiality and use covenants contained herein, without regard to Term.

12.3. **Confidentiality and Non-Use**. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party shall use reasonable care to protect the Confidential Information using at least the same degree of care

the receiving party uses to protect its own Confidential Information of a similar nature, but in no event with less than reasonable care. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Company the subcontractors referenced herein), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.

12.4. **Remedies.** Each party agrees that unauthorized use or disclosure of Confidential Information may cause substantial harm for which money damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, including an injunction (without the necessity of posting any bond or surety), in addition to other available remedies, for breach or threatened breach of this Section.

12.5. **Permitted Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of Client Data and other Confidential Information, to the extent such disclosure is reasonably necessary for: (i) exercising the rights granted to it and fulfilling its obligations under the Agreement, provided such disclosure is only made to the receiving party's employees, agents, consultants, or representatives with a need to know such Confidential Information and who are bound by a confidentiality agreement or other duty of confidentiality no less restrictive than the duties in this Section; (ii) complying with applicable law, rules, or regulations; or (iii) submitting information to tax or other governmental authorities. If a party is required to make any disclosure of the disclosing party's Confidential Information in accordance with subsections (ii) and (iii) above, to the extent it can legally do so, it will give reasonable advance written notice to the disclosing party of such intended disclosure, and will use its reasonable efforts to secure confidential treatment of such information prior to its disclosure (such as seeking, or allowing the disclosing party a reasonable opportunity to seek, a protective orders or otherwise).

13. NON-SOLICITATION. During the Term of this Agreement and for a period of twelve (12) months thereafter, Client shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement on behalf of Company or its affiliates who is in the employment of the Company or its affiliates. Client agrees to pay Company as liquidated damages an amount equal to 50% of the annual salary of an employee solicited and hired from Company or its affiliates, unless the parties mutually agree to another amount.

14. PUBLICITY. Neither party may publicly announce this Agreement except with the other party's prior written consent or as required by law. However, Company may include Client and its trademarks in its customer lists and promotional materials but will cease use at Client's written request.

15. EQUIPMENT. Client shall purchase the necessary equipment in order to operate the Services (the "Equipment") as set forth in the Order Form. For Equipment purchased from Company, title to such Equipment shall not pass to Client until all amounts for the purchase of such Equipment have been paid by Client to Company. For any Equipment purchased from a third party, Company does not make any warranty or guarantee with respect to the Equipment or the manufacturer thereof, including whether the Equipment is suitable for the Client. Company shall not be responsible if the Equipment is defective or unacceptable for any reason, including a failure in its performance, capacity or operations. To the extent permitted by law, any warranties or guarantees provided under Sales of Goods legislation are hereby excluded. To the extent permissible, Company shall assign the benefits of any Equipment warranties to Client for Equipment purchased from Company. Client will operate the Equipment at its own risk. Client shall defend, hold completely harmless and fully indemnify the Company from any claims and damages suffered by the Company, however caused, arising out of the use of the Equipment.

16. AI POWERED FEATURES AND SERVICES.

The Services may incorporate artificial intelligence ("AI") technologies to enhance user experience and provide various features including, but not limited to, content generation, recommendations, automated responses, data analysis, and predictive functionality (collectively, "AI Features"). These AI Features utilize algorithms, large language models, and other automated systems to process information and generate outputs.

By using the Services, Client acknowledges and agrees that Client and Client's end users may interact with AI-powered systems and that certain content, recommendations, or responses Client receives may be generated or influenced by AI rather than human operators.

AI Data Usage Rights; Training and Model Improvement

Client hereby grants Company a non-exclusive, worldwide, transferable, sublicensable, royalty-free, perpetual and irrevocable license to use, process, analyze, to host, store, reproduce, modify, create derivative works from, transmit, and display Client Data for the following purposes: (a) training, improving, and enhancing AI models, algorithms, and systems; (b) developing, testing, and deploying new features, products, and services; (c) conducting research and development; (d) performing analytics and generating insights; (e) benchmarking and competitive analysis; (f) quality assurance and performance optimization; (g) security monitoring and threat detection; (h) providing Services to Client and other customers; and (i) any other purpose that supports Company's business operations and service delivery. This data usage helps Company:

- Improve the accuracy and relevance of AI-generated responses
- Enhance the performance and capabilities of Company's AI Features
- Develop new AI-powered functionalities
- Reduce errors and improve user experience

Client represents and warrants that it has obtained all rights, consents and permissions necessary to grant the foregoing license and to allow Company's processing of Client Data as described herein, including with respect to end users and any third parties.

AI Content Limitations and Disclaimers; Accuracy and Reliability

AI-generated content, recommendations, and outputs (collectively, "AI Output") are provided "as is" and may contain inaccuracies, errors, or outdated information. Company makes no representations or warranties regarding the accuracy, completeness, reliability, or suitability of any AI-Output for any particular purpose.

Client is solely responsible for determining whether the AI Outputs are appropriate for Client's use case. Client shall implement appropriate human review and validation prior to relying on AI Outputs.

Client shall not (and shall ensure End Users do not): (i) use the AI Features for any unlawful, harmful, fraudulent, infringing, defamatory or misleading purpose; (ii) input or upload any: government-classified information; financial account numbers; payment card data; health or biometric data; data subject to HIPAA, GLBA, FERPA or ITAR; special categories of personal data under GDPR; children's data under

COPPA; precise geolocation; credentials; or any personal data where Client lacks a lawful basis and required notices/consents unless expressly permitted in writing by Company and covered by a separate data protection agreement; (iii) attempt to extract source code, models, weights or training data; (iv) use the Services to develop, train or improve models that compete with Company; (v) circumvent usage limits or safety controls; (vi) conduct or publish benchmarks or performance tests except with Company's prior written consent; or (vii) use the AI Features in hazardous environments or other high-risk activities requiring fail-safe performance (including, without limitation, life support, medical diagnosis or treatment, emergency services, autonomous vehicles, weapons, aviation, nuclear facilities or critical infrastructure).

Client acknowledges that AI Features may:

- Reflect biases present in training data or algorithms
- Produce outputs that are inappropriate, offensive, or harmful
- Generate content that infringes on third-party rights
- Fail to understand context, nuance, or specialized requirements
- Produce inconsistent results for similar inputs

No Guarantee of Performance. Company does not guarantee that AI Features will meet Client's specific requirements, operate without interruption, or be free from errors. AI performance may vary based on factors including input quality, system load, and the inherent limitations of current AI technology.

Changes to AI Features. Company reserves the right to modify, update, or discontinue AI Features at any time.

AI Training Opt-Out.

Client may opt out of Company's use of Client Data to train or improve Company's AI Features on a cross-customer basis (as distinguished from Company's use of Client Data to provide, secure, support, and improve the Services for Client specifically, which is necessary to deliver the Services and is not subject to opt-out) by submitting written notice to Company at aidataoptout@businessunit.com or as otherwise directed in the applicable Order Form. Company will implement an opt-out request within thirty (30) days of receipt. Opting out does not affect Company's use of Anonymized Data under Section 1.5.

17. VAT REGISTRATION REQUIREMENTS.

17.1. **Mauritius-Based Clients.** If Client is based, incorporated, or otherwise resident in Mauritius, Client represents and warrants that it maintains a valid registration for Value Added Tax (VAT) with the Mauritius Revenue Authority or other applicable tax authority in Mauritius. Client shall maintain such VAT registration in good standing throughout the Term.

17.2. **South Africa-Based Clients.** If Client is based, incorporated, or otherwise resident in South Africa, Client represents and warrants that it maintains a valid registration for Value Added Tax (VAT) with the South African Revenue Service or other applicable tax authority in South Africa. Client shall maintain such VAT registration in good standing throughout the Term.

17.3. **Proof of Registration.** Upon request by Company, Client shall provide written evidence of its valid VAT registration, including but not limited to a VAT registration certificate or other official

documentation issued by the applicable tax authority. Such documentation shall be provided within ten (10) business days of Company's request.

17.4. **Maintenance of Registration.** Client shall immediately notify Company in writing if:(a) Client's VAT registration is suspended, revoked, or otherwise becomes invalid; or (b) Client receives any notice from the applicable tax authority regarding the status of its VAT registration.

18. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

18.1. **Scope.** This Section applies only to services that involve cardholder data and sensitive authentication data (collectively, "Account Data") or that could impact the security of the Client's Account Data.

18.2. **PCI Responsibility.** Company acts as a service provider and acknowledges responsibility for the security of Account Data that it stores, processes, or transmits on behalf of Client, as well as for the security of systems and services under its control that could impact the security of the Client's Account Data.

18.3. **Shared Responsibility.** Each party shall: a) be responsible for the security and compliance of their systems, services, and applications; b) maintain appropriate administrative, physical, and technical safeguards designed to protect Account Data and support applicable PCI DSS requirements; and c) promptly, and without undue delay, notify the other party upon becoming aware of a confirmed unauthorized access to Account Data.

19. GENERAL PROVISIONS.

19.1. **Relationship of the Parties**. The parties are independent contractors, not agents, partners, or joint venturers.

19.2. **Assignment**. Company and Client may not assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement upon notice in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19.3. **Entire Agreement**. This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements or communications regarding its subject matter, whether written or oral. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

19.4. **Updates to Agreement and Services.** Company reserves the right to revise and update the terms of this Agreement, to add or revise applicable terms of use for its website or the Services, or modify or discontinue the Services (or any part thereof) at any time with or without notice. All revisions and updates are effective immediately when posted to the Site as indicated in the "Last Updated" date above and apply to all access and use of the Services thereafter. Client agrees to review the latest version of the Agreement on

the Site periodically to remain aware of any modifications to the Agreement. Any use of the Services after any revisions or updates will constitute acceptance by Client of such changes. We may update the functionality, content, method, provision or integration methods of Services from time-to-time and note the Service content is not necessarily complete or up-to-date. Any of the material on Services may be out of date at any given time, and we are under no obligation to update such material. Company shall not be liable to Client or to any third party for any modification, price change, suspension or discontinuation of the Services.

19.5. **Notices**. Except as set out in this Agreement, notices to Client under this Agreement must be in writing and will be deemed received (a) immediately upon delivery as set forth below, (b) the business day following delivery via nationally-recognized overnight courier service, or (c) the third business day after it is sent to either the email address for Client that is on file with the Company, or by U.S. mail to the mailing address on the applicable Order Form, or the contact information associated with Client's account provided at registration, as applicable. Any notices to Company shall be deemed effective upon receipt and must be delivered by sending by (i) certified US mail, return receipt requested, or (ii) by overnight courier to Legal Department – RoomKey, 540 Devall Drive, Suite 301, Auburn AL 36832, Attn: General Counsel; in either case with an Email to: sales@roomkeypms.com another email cc to: Legal@fullsteam.com. Client may update their contact information for notice by providing notice to Company. Company may also send operational notices to Client electronically, including through the Services.

19.6. **Equitable Relief**. Client and Company agree that a breach of this Agreement may cause irreparable injury and damage, and that the non-breaching party will be entitled to injunctive and other equitable relief to prevent a breach, in addition to any other remedy to which the non-breaching party might be entitled.

19.7. **Governing Law and Jury Trial Waiver**. The Agreement shall be governed by and construed in accordance with the laws of (i) the United States of America and the State of Alabama, if Client is domiciled or resident in the United States or anywhere other than Canada or Europe, (ii) Canada, and Province of Ontario, if Client is domiciled or resident in Canada, and (iii) France, if Client is domiciled or resident in a country in Europe, in each case excluding rules governing conflict of law and choice of law. The (A) state and federal courts located in Lee County, Alabama shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement if United States and the State of Alabama laws apply, (B) the provincial and federal courts in in the City of Toronto, Ontario shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement if Canadian law applies, and (C) the courts in Paris, France shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement if French law applies. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such applicable courts. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to the Agreement nor to any dispute or transaction arising out of the Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, ARISING OUT OF THIS AGREEMENT.

19.8. **Dispute Resolution**. In the event of a dispute by Client arising out of this Agreement, the parties agree that in good faith they will escalate the dispute to management in their respective organizations and agree to meet and confer at least once in an effort to resolve any such dispute within ninety (90) days of first written notice of the dispute. If such escalation and meet and confer attempts do not resolve the dispute, the parties agree to participate in at least one (1) day of non-binding mediation (costs to be split by the

parties) with a mediator to which they jointly consent before proceeding filing a claim in court against the other party.

19.9. **Force Majeure**. Company and Client are not liable for any delay or failure to perform any obligations under this Agreement (except for payment obligations) due to events beyond their reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster provided, however, that in the event such period of extended delay exceeds ninety (90) days in respect of a Party, either Party may terminate this Agreement upon notice to the Party, as applicable or, in the case of Company, may invoke its right of suspension in accordance with the Agreement.

19.10. **Subcontractors.** Company may use subcontractors and permit them to exercise Company's rights under the Agreement, but Company remains responsible for the subcontractors and the delivery of the Services to Client under this Agreement.

19.11. **Waivers and Severability**. Waiver by a party of any breach of any provision of the Agreement must be in writing and signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held impermissible pursuant to applicable law, invalid by a court of competent jurisdiction, or otherwise illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in full force and effect to the fullest extent possible.

19.12. **Third Parties**. Except as expressly provided herein, this Agreement does not create or establish any rights or beneficiaries for any person or entity that is not a party to this Agreement.

19.13. **Export.** Client acknowledges that the Services may be subject to export control and economic sanctions restrictions imposed by the U.S. government and import restrictions by certain foreign governments (collectively "Trade Laws"). In using or accessing the Services, Client will not and will not allow any third party to use the Services in violation of any Trade Laws or remove or export from the U.S. or allow the export or re-export of any part of the Service or any direct product thereof to any location, party or end-use which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. Client represents and warrants that it and any of its Authorized Users: (i) are not listed on any U.S. government list of prohibited or restricted parties, including the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (ii) are not an entity or person who is organized under the laws of, ordinarily resident in, or controlled by the government of, any country or region (1) that is subject to a U.S. government embargo or comprehensive sanction, (2) to which the U.S. has prohibited export transactions, or (3) that has been designated by the U.S. government as a "terrorist supporting" country; (iii) will not use the Services for the manufacture, design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity; and (iv) will not submit to the Service any information controlled under the U.S. International Traffic in Arms Regulations or listed on the Commerce Control List unless approved in writing by Company. Client will notify Company promptly if it or any Authorized User becomes subject to any order or restriction listed in this Section.

19.14. **Compliance with Laws.** Client and Company will comply with all applicable laws in their access, use and provision of the Services.

19.15. **Open Source and Third-Party Software.** The Services may incorporate third-party open-source software ("OSS"), as listed in the Documentation or provided by Company upon request. Client's internal use of the unmodified Services in the form provided and as authorized in this Agreement will not require Client to comply with the terms of OSS licenses.

19.16. **Government End-Users.** Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

19.17. **Antibribery and Kickbacks.** Client has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any Company personnel or agents in connection with the Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Client becomes aware of any violation of the above restriction, Client will promptly notify Company.

20. INSURANCE

20.1 **Coverage**. During the Term, Company will maintain, at its own expense, insurance coverage of the types and minimum limits customary for providers of similar SaaS services, including: (a) Commercial General Liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) Technology Errors & Omissions / Cyber Liability insurance, covering data breach, network security, and privacy liability, with limits of at least $2,000,000 per claim and in the aggregate; (c) Workers' Compensation and Employer's Liability insurance as required by applicable law; and (d) Umbrella or Excess Liability insurance as reasonably necessary to meet the foregoing limits.

20.2 **Certificate of Insurance**. Upon Client's written request, Company will provide a certificate of insurance evidencing the coverage required under Section 18.1. Company will use commercially reasonable efforts to provide at least thirty (30) days' advance notice to Client if any required coverage is materially reduced or cancelled other than for non-payment of premium.

20.3 **No Limitation**. The insurance required under this Section does not limit or expand Company's liability or obligations under this Agreement, including the limitations set forth in Section 11.

21. CLASS ACTION WAIVER.

21.1. **THIS SECTION CONTAINS A BINDING CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH US.**

To the extent permitted by applicable law ("Excluded Disputes"), Client may only bring any claims related to this Agreement in court or arbitration on its own behalf and not on a class or collective basis on behalf of others. Client agrees that it will not participate in any class or collective action or as a member of any such class or collective proceeding for any claims related to or arising out of covered this Agreement and Services from Company. Client also agrees not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. YOU AGREE THAT YOU VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY WAIVE ANY RIGHT YOU MAY HAVE TO BRING OR OTHERWISE PARTICIPATE WITH OTHER PERSONS IN ANY CLASS, COLLECTIVE, CONSOLIDATED ACTION OR REPRESENTATIVE ACTION UNDER ANY FEDERAL, STATE OR LOCAL LAW OR STATUTE TO THE FULLEST EXTENT PERMITTED BY LAW. To opt out, you must notify us in writing within thirty (30) days of the date that you first became subject to this provision. You must use this address to opt out: legal@fullsteam.comYou must include your name and residence address, the email address you use for your account with us, and a clear statement that you want to opt out. If and to the extent the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then such preceding language in this section will be null and void.

22. **LANGUAGE**. The parties hereto acknowledge that they have expressly requested and are satisfied that this Agreement and all related documents and notices be drawn up in English. Les parties reconnaissent qu'elles ont expressément exigé que le présent Contrat et tous les documents et avis qui s'y rattachent soient rédigés en anglais et s'en déclarent satisfaites.