TIGERTMS INNOVATION LLC

TERMS & CONDITIONS OF SALE – SOFTWARE LICENSE, SUMA & PROFESSIONAL SERVICES

1. SCOPE. These terms and conditions apply to, and are incorporated by reference into, each TigerTMS Quote and each purchase order accepted by Supplier. Buyer accepts these terms and conditions by signing the applicable Quote, by issuing a purchase order referencing a Quote, or by installing or using the software or services, whichever occurs first; no signature on this document is required. The Quote, these terms and conditions, and any schedules or appendices referenced in either together form the entire agreement. There is no other understanding, agreement, or representation that in any way limits, extends, defines or relates to the provision hereunder. Any terms or conditions (other than delineation of the products being ordered) or other document that purports to add, delete, void or otherwise amend any term or condition herein are agreed to be null and void. In these terms and conditions: "Supplier" means TigerTMS Innovation LLC, a Wisconsin limited liability company registered under company registration number T084082, whose principal office is at 6405 Century Avenue, Suite 101, Middleton, Wisconsin 53562; "Buyer" means the person named as the customer in the applicable Quote; "Quote" means the TigerTMS quote, order form, renewal schedule or subscription agreement that identifies the products and services ordered; "Authorized Payment Method" means a bank account, payment card or other payment instrument that Buyer registers with Supplier or with Supplier's payment processor and authorizes Supplier to charge or debit for amounts due under this agreement; and "Collection Date" means, in respect of each invoice, the date on which payment of that invoice falls due under Section 3, or such later date as Supplier specifies on or with the invoice. If there is any conflict between a Quote and these terms and conditions, the Quote prevails only as to the products, quantities, prices, payment schedule, support level, initial term and other commercial particulars it states, and these terms and conditions prevail in all other respects. Supplier may issue updated versions of these terms and conditions. The version identified in a Quote governs that Quote. An updated version applies to an existing SUMA or subscription only from the first anniversary date falling at least ninety (90) days after Supplier gives Buyer written notice of it, and Buyer may avoid the updated version by giving notice under Section 15 that it will not renew at that anniversary date. Supplier will provide any superseded version on request.

2. ORDERS. Supplier reserves the right (without prejudice) to cancel any unfilled Purchase Order or to suspend delivery in the event of any act or omission of Buyer in breach of its obligations hereunder or which delays Supplier's performance hereunder. Blanket P.O.s will be accepted for annual quantity pricing provided they are firm orders for a stated quantity with deliveries scheduled within three (3) months of the date of receipt by Supplier.

3. PAYMENT. Prices are those stated in the applicable Quote or, where the Quote does not state a price for the products or services ordered, Supplier's then-current price list. Upon credit approval by Supplier, payment shall be due thirty (30) days from the date of invoice based on the following payment schedule: Software and Licenses in Advance - 30 Days from Invoice or prior to installation/delivery, Professional Services / Installation on Project Completion and Handover - 30 Days after Final Invoice, Subscription and SUMA fees annually in advance unless the Quote states otherwise. Buyer shall establish and maintain, at all times while any SUMA or subscription is in effect, a valid Authorized Payment Method, and shall promptly provide a replacement if it expires, is cancelled or otherwise ceases to be valid. Supplier will collect each invoiced amount from the Authorized Payment Method on the Collection Date, and Buyer shall ensure that sufficient funds or available credit are available on that date. Buyer shall complete and deliver any separate authorization, mandate or agreement in respect of its Authorized Payment Method that is required by the rules of the applicable payment system or by applicable law. In the event credit is not approved, payment shall be due and payable in advance. Overdue accounts shall bear interest at a rate equal to the lesser of one percent (1%) per month or the highest rate permitted by law. Buyer shall pay Supplier's reasonable costs of collecting overdue amounts, including collection agency fees and reasonable attorneys' fees incurred before any action is commenced; attorneys' fees and costs in any action or proceeding are governed by Section 31(h). Supplier may adjust its price list and service rates on thirty (30) days' written notice; adjusted prices apply to orders placed on or after the date the adjustment takes effect and do not change the price of an order already accepted. Adjustments to the recurring SUMA and subscription fees are governed by Sections 16 and 15(b) respectively.

4. CANCELLATION. Should the Buyer cancel a Purchase Order, or any part thereof, after 30 days of the date of the Purchase Order, then the Supplier shall use commercially reasonable efforts to utilize the amounts of Products covered by such Purchase Order, or part thereof, that was cancelled. If the Supplier, in spite of using commercially reasonable efforts, cannot utilize such Products, it will charge the Buyer and Buyer will pay a fee of 20% of the total price of the Purchase Order for the cancelled Products.

5. TAXES. All taxes (including VAT), levies or duties of any nature whatsoever applicable to the products sold shall be paid by Buyer unless Buyer provides Supplier with an exemption certificate acceptable to the relevant taxing authority. Buyer agrees that prices for the products shall be inclusive of packaging but exclusive of VAT and that Buyer shall be additionally liable to pay the amount of VAT payable in respect of the product at the time of payment for the product.

6. TITLE AND DELIVERY. Any physical Products shall be delivered directly by the Supplier. Title and risk of loss shall pass to Buyer upon shipment. Buyer acknowledges Supplier has a security interest in the products until payment in full. Buyer is responsible for shipping charges. Buyer must insure goods against damage or loss during shipment or storage in an amount not less than Buyer's cost for such goods.

7. ACCEPTANCE AND RETURN. Buyer shall accept or reject the products within ten (10) days of receipt. Failure to notify Supplier of non-conforming products within such period shall be deemed unconditional acceptance.

8. WARRANTY. The products include supplier's standard warranties for software and/or hardware. To the extent permitted by law, supplier excludes all terms, conditions and warranties (including any warranty of merchantability or fitness for purpose) apart from those expressly set out in this agreement. if any term, warranty or condition is implied by law into this agreement and cannot be excluded but may be limited, supplier's liability for breach of any such term, condition or warranty (including without limitation to any person claiming through the buyer) is limited if permitted by law and at supplier's option to: (a) the replacement of the

goods or the supply of equivalent goods or the payment of the cost of having the goods replaced; or (b) the repair of the goods or the payment of the cost of having the goods repaired.

9. SOFTWARE LICENSE. For all Supplier and third-party software, Buyer receives, either Supplier's standard end-user license and/or the end-user license that is provided by the third-party software supplier. All Supplier software is licensed, not sold. Supplier offers two commercial models and the applicable Quote states which applies. (a) Subscription (SaaS): Buyer receives a non-exclusive right to use the software for the subscription term stated in the Quote. Section 16 does not apply to subscriptions. The subscription term, renewal and suspension are governed by Sections 15(b) and 17(b), and support is provided under Section 21. (b) License: the remainder of this Section and Sections 15(a), 16 and 17(a) apply. In consideration of the one-time license fee stated in the applicable Quote (the "License Fee"), Supplier grants Buyer a limited, non-exclusive, non-transferable license to use the software for Buyer's internal business at the property identified in the applicable Quote (the "License"). The license is limited to the products, modules, room count and other scope parameters stated in the applicable Quote; use beyond that scope, including additional rooms or modules, requires a further Quote and additional fees. The license may not be transferred to a new owner or operator of the property without Supplier's prior written consent, not to be unreasonably withheld, conditional on the transferee assuming this agreement, the SUMA being current and all fees due having been paid. The Software Upgrade and Maintenance Agreement ("SUMA", Section 16) is mandatory: the License is valid only for so long as Buyer maintains a current SUMA for that software. The License Fee entitles Buyer to activate and use the software; the SUMA keeps the License active and current. If the SUMA expires or is terminated for any reason, the License ends at the same time, Supplier may deactivate the software through the license manager (Section 20) and Section 17(a) applies. The License is not perpetual and is not a sale of the software, and the License Fee is non-refundable. No perpetual or permanent license or activation key is granted or implied at any time, including on initial purchase, on the end of life of any product or release, or if Supplier withdraws the SUMA. Subject to Section 9(c), Supplier may withdraw a licensed product from sale and support ("End of Life") on not less than ninety (90) days' written notice. The sale of products by Supplier does not convey any other license by implication, estoppel or otherwise under patent, trademark, copyright or other intellectual property rights covering combinations of the products with other products, devices or elements. (c) Licenses granted before the Transition Date. Where software was licensed to Buyer under a quote or order accepted before November 16, 2026 (a "Legacy License"), the Legacy License continues for the duration and on the terms on which it was granted, and the provisions of Sections 9(b), 15(a), 17(a) and 20 that end the License on expiry or termination of the SUMA, or that permit deactivation of the software for that reason, do not apply to it. A SUMA for a Legacy License governs Updates, support and the associated fees only. If that SUMA ends, Buyer may continue to use the release then installed, Updates and support cease, and the SUMA may be reinstated only on the payments described in Section 17(a)(i) to (iii). Supplier may end support for, or declare the End of Life of, software held under a Legacy License, in which case Updates and support cease but the Legacy License continues for the release then installed. Supplier may deactivate software held under a Legacy License only for non-payment of the license fee, use beyond the licensed scope, termination under Section 17(c), or as otherwise permitted by the terms on which the Legacy License was granted. Buyer may convert a Legacy License to a License on the terms of Section 9(b) by accepting a Quote that states the conversion.

10. FORCE MAJEURE. In no event shall Supplier be liable for any damages or penalty for failure to perform hereunder when due to causes beyond Supplier's reasonable control, including but not limited to acts of God, acts of governments, fire, strikes, lockouts, or inability to obtain necessary labor, material or manufacturing facilities.

11. LIMITATION OF LIABILITY: supplier shall in no event be liable for any loss of profits, loss of revenue or for consequential or special damages arising from any claim or action whether based on contract, tort (including negligence) or any other heads of claim. Any claim against supplier shall be limited to direct damages and shall not, in aggregate, exceed the total fees paid by Buyer under this agreement in the twelve (12) months immediately preceding the event giving rise to the claim. Supplier shall, in no way be liable for any loss of data (other than loss of data caused by Supplier's breach of Section 30, which is subject to the limit in this Section), loss of profits, loss of revenue, or for any damage or expense directly or indirectly arising from the use or inability to use the product either separately or in combination with any other product, whether or not supplier has received notice of the possibility or certainty of such losses, damages or expenses. Nothing in this agreement limits or excludes either party's liability for (a) death or personal injury caused by its negligence or that of its employees or sub-contractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law. The limits in this Section do not apply to Buyer's obligation to pay fees due under this agreement or to Buyer's breach of Section 18. Supplier's liability under Section 29 is subject only to the separate limit in that Section.

12. Subject to Section 30, to the extent permitted by law and the terms of this agreement supplier disclaims any express or implied warranty or condition that the operation of the product will be uninterrupted or error free; that any product is technically immune from, or that the product prevents unauthorized access resulting in the loss of or theft of electronic data, contravention of applicable privacy laws in the United States in respect of personal information relating to the buyer that supplier has access to under this agreement or unauthorized use, including interconnection to the long distance network (collectively, "fraudulent activity"). To the extent permitted by law, supplier shall have no liability to buyer in the event of such fraudulent activity.

13. INTERPRETATION. These Terms & Conditions, including any Purchase Order that is incorporated herein by reference, shall be governed by the laws of the State of Wisconsin. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Dane County, Wisconsin. **Each party knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in any action or proceeding arising out of or relating to this agreement.**

14. EXPORT. Products, systems, material, technology, tools and technical data delivered by Supplier to Buyer ("Deliverables") may be subject to U.S. export controls or the trade laws of other countries. Buyer agrees not to export the Deliverables without prior written consent of a Supplier corporate officer or director. If Supplier consents then Buyer shall be responsible for determining and complying with the applicable export and import laws, regulations, compatibility and homologation requirements. In addition, where applicable, Buyer shall not transfer, export or re-export Deliverables to any entity identified on the most current U.S. government restricted-party lists, or to any country subject to U.S. embargo or terrorist controls as identified in applicable U.S. export laws. Buyer will not use or provide Deliverables for nuclear, missile, or chemical and

biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of Supplier.

15. TERM. (a) Licensed software. The "Term" of each License begins on delivery of the software and continues for so long as the SUMA for that software is current. The first SUMA year begins on delivery and its fee is included in the License Fee; the SUMA fee for the second year is stated in the applicable Quote. The SUMA renews automatically for successive twelve (12) month periods and the SUMA fee, as reviewed under the SUMA Fee Review paragraph of Section 16, is invoiced annually in advance for each renewal. Buyer may end the SUMA by giving at least sixty (60) days' written notice before an anniversary date, in which case the SUMA, the License and the Term end on that anniversary date. Where cancellation is requested after that notice date but before the anniversary date, a cancellation charge of fifty percent (50%) of the renewal value applies; a renewal cannot be cancelled after the anniversary date. (b) Subscription (SaaS). The subscription term begins on the commencement date and runs for the initial term stated in the applicable Quote. It renews automatically for successive twelve (12) month periods unless either party gives sixty (60) days' written notice of non-renewal before the anniversary date.

SUBSCRIPTION FEE REVIEW. The subscription fee is fixed for the initial term stated in the applicable Quote and for each renewal period, and cannot be changed during either. With effect from the start of each renewal period, the subscription fee will increase by at least the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the U.S. Bureau of Labor Statistics over the twelve (12) months ending with the latest figure published before Supplier's notice (the "Minimum Increase"), and Supplier may apply a greater increase. Supplier will give Buyer at least ninety (90) days' written notice of the increase, which may be given by email; if Supplier does not give that notice, only the Minimum Increase applies, and a late notice does not extend Buyer's notice period. Buyer may decline an increase by giving notice of non-renewal under Section 15(b). Supplier may at its discretion apply a lower increase or none, and the subscription fee will not decrease. This paragraph alone governs subscription fees, and the SUMA Fee Review in Section 16 does not apply to them. The cancellation charge in Section 15(a) applies equally to a subscription renewal.

16. SOFTWARE UPGRADE AND MAINTENANCE AGREEMENT (LICENSED SOFTWARE ONLY). This Section applies only where the applicable Quote states the license model. It does not apply to subscription (SaaS), for which no SUMA fee is payable. Each License is sold together with a Software Upgrade and Maintenance Agreement ("SUMA"), which is mandatory and forms an integral part of the License. Without a current SUMA the License is not valid and Supplier may deactivate the software (Sections 9(b), 17(a) and 20). The SUMA for the first twelve (12) months is included in the License Fee. The SUMA fee for the second year is stated in the applicable Quote (or, if not stated, is twenty percent (20%) of the license value stated in the applicable Quote), is invoiced annually in advance and payable in accordance with Section 3, and covers software and interface updates, security patches and the support services set out in Section 21. No separate support fee applies. Supplier does not warrant that any particular release, feature or third-party interface will be developed or made available. Professional services are chargeable only as set out in the Installation of Updates paragraph below.

UPDATES AND NEW OFFERINGS. "Updates" means corrections, security patches, interface updates, minor and major releases and functional improvements to the products and modules identified in the applicable Quote which Supplier makes generally available to customers holding an active SUMA at no additional charge. Updates are included in the SUMA. "New Offerings" means any product, module, feature or service that Supplier makes generally available to its customers on a separately priced basis, whether delivered as a new product or as optional functionality within a licensed product. New Offerings are not included in the SUMA and require a further Quote. Where Buyer acquires a New Offering, the license value increases and the SUMA fee increases in accordance with the SUMA Fee Review paragraph below. An active SUMA confers no right or license to any New Offering, or to any product or module not identified in the applicable Quote.

SUPPORTED BASELINE. Supplier supports only the current major release of each licensed product and the immediately preceding major release (together, the "supported baseline"); no earlier release is supported. A "major release" is a release that Supplier designates as such, normally identified by a change in the first number of the version (for example, from version 5.x to version 6.0). When Supplier issues a new major release, it will give not less than ninety (90) days' written notice before support for the release that falls outside the supported baseline ends, after which Supplier has no obligation under Section 21 in respect of that release. Buyer is responsible for keeping its installation on the supported baseline, and installation of Updates for that purpose is governed by the Installation of Updates paragraph below.

INSTALLATION OF UPDATES AND PROFESSIONAL SERVICES. Installation of Updates, including major releases (for example, from version 7.x to version 8.x) and minor releases (for example, from version 8.1 to version 8.2), is included in the SUMA where Supplier can carry it out remotely, during Supplier's normal business hours, on an environment that meets the technical prerequisites Supplier notifies to Buyer for that release. Supplier may instead make an Update available for installation by Buyer. All other work is professional services, chargeable at Supplier's then-current rates or as stated in a Quote, including: (i) work needed because Buyer's servers, operating systems, databases, network or third-party systems (such as the property management system or telephone system) do not meet those prerequisites, including upgrading or replacing them; (ii) on-site attendance, or work outside Supplier's normal business hours, at Buyer's request; (iii) data migration, reconfiguration, and custom reports, interfaces or development; (iv) changes needed because a third party has changed its system or interface; (v) moving from a release outside the supported baseline, or moving to a replacement product rather than a new release of the licensed product; (vi) additional work caused by Buyer's delay or by a lack of access, information or resources from Buyer; and (vii) training. Supplier will tell Buyer before starting any chargeable work.

SUMA FEE REVIEW. The SUMA fee is fixed for each SUMA year (or for any longer period stated in the applicable Quote) and cannot be changed during that period. The SUMA fee for the second SUMA year is as stated in the applicable Quote. With effect from each later anniversary, the SUMA fee will increase by at least the percentage increase in the Index over the twelve (12) months ending with the latest figure published before Supplier's notice (the "Minimum Increase"), and Supplier may apply a greater increase. Supplier will give Buyer at least ninety (90) days' written notice of the increase, which may be given by email; if Supplier does not give that notice, only the Minimum Increase applies, and a late notice does not extend Buyer's notice period. Buyer may decline an increase by ending the SUMA under Section 15(a). Supplier may at its discretion apply a lower increase or none, and the SUMA fee will not decrease. This review applies to SUMA fees only and is independent of any change to subscription (SaaS) fees, which are governed solely by the Subscription Fee Review paragraph of Section 15. Where

the licensed scope increases (Section 24), the SUMA fee for the additional products or scope is twenty percent (20%) of their license value, charged pro rata from delivery to the next anniversary and annually thereafter as part of the SUMA fee. "Index" means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the U.S. Bureau of Labor Statistics; if the Index ceases to be published or is materially reformulated, the nearest equivalent official index published for the same territory applies.

17. SUSPENSION AND TERMINATION. (a) Licensed software. If a SUMA fee remains unpaid thirty (30) days after its due date, Supplier may suspend delivery of software updates, security patches and support. If it remains unpaid forty-five (45) days after its due date, Supplier may give Buyer written notice that the License will be deactivated. If payment is not received within fifteen (15) days of that notice, Supplier may terminate the SUMA and the License and deactivate the software through the license manager (Section 20), and Buyer shall cease all use of the software. Fees for the current SUMA year remain payable in full. Where the SUMA has ended for any reason, the License may be reactivated only on payment of (i) all SUMA fees that would have been payable for the period since the SUMA ended, (ii) the SUMA fee for the following twelve (12) months, and (iii) Supplier's then-current reactivation fee. (b) Subscription (SaaS). If subscription fees remain unpaid thirty (30) days after the due date, Supplier may suspend access to the software and the services. If they remain unpaid sixty (60) days after the due date, Supplier may terminate the subscription on written notice, and Buyer's right to use the software ends on termination. (c) Either model. Either party may terminate on written notice if the other commits a material breach and fails to remedy it within thirty (30) days of written notice requiring it to do so, or becomes unable to pay its debts or files for insolvency. (d) Payment method. If Supplier is unable to collect an invoiced amount from the Authorized Payment Method on the Collection Date, or Buyer fails to establish or maintain a valid Authorized Payment Method, and Buyer does not pay the amount or provide a valid Authorized Payment Method within ten (10) days after written notice from Supplier, Supplier may suspend delivery of software updates, security patches and support and, for subscriptions, access to the software and the services, until payment is received. Sections 17(a) and 17(b) continue to apply to the unpaid amount.

18. USE RESTRICTIONS AND OWNERSHIP. The software and all components thereof, including any know-how, methodologies, processes and documentation, are and remain the property of Supplier or its licensors. Buyer shall not, and shall not permit any third party to: (a) resell, license, lease, time-share or otherwise transfer or distribute any part of the software; (b) reverse engineer, decompile or disassemble any part of the software; (c) modify, copy or create derivative works of the software; or (d) use the software to build a competitive product or service. Buyer remains the owner of its own data.

19. RESELLERS. Where the software is supplied through an authorized reseller or partner, these terms and conditions nevertheless govern Buyer's use of the software. Resellers and partners are not authorized to modify these terms and conditions or to make any promise or commitment on Supplier's behalf.

20. LICENSE VERIFICATION AND MANAGEMENT. On reasonable written notice, and not more than once in any twelve (12) month period, Supplier may verify Buyer's use of the software against the licensed scope. If use exceeds the licensed scope, Buyer shall pay for the excess at Supplier's then-current list price, together with the SUMA fee for the excess backdated to the date the excess use began and, where the excess is more than five percent (5%), Supplier's reasonable costs of the verification. The software is controlled by Supplier's license manager, which limits operation to the licensed scope and to an active Term or subscription term and may require periodic connection to Supplier's systems. Buyer consents to the operation of the license manager and shall not disable, bypass or tamper with it. Supplier will deactivate the software only on expiry or termination of the SUMA or subscription or in accordance with Section 17, and will give Buyer at least fifteen (15) days' written notice beforehand. Deactivation will not affect any emergency calling function of Buyer's telephone system. For thirty (30) days after deactivation, Supplier will make Buyer's data held in the software available for export on request. Where Supplier hosts that data, it will then delete it in accordance with Section 30(c)(vii)

21. SUPPORT SERVICES. This Section applies to both commercial models and sets out the whole of Supplier's support obligation. "Operational Times" means the coverage of the support level stated in the applicable Quote; "Response Time" means the maximum time within Operational Times which elapses between receipt of a service notification and Supplier commencing the actions below; "the Solution" means the Supplier-supplied hardware and licensed software described in the applicable Quote. Upon Buyer reporting an incident, Supplier shall (i) accept and acknowledge receipt of the incident report by telephone or email and (ii) confirm that Buyer has carried out the procedures necessary to establish that the incident is not external to the Solution, and as necessary interrogate the system via remote access, perform diagnostic routines to determine the nature of the incident and identify remedial action. Response Times are those of the support level stated in the applicable Quote; unless the Quote states otherwise, first response is four (4) hours for Business Critical faults and eight (8) hours for Standard faults. Faults are covered 24 x 7 x 365. General enquiries, reporting queries and moves, adds and changes are handled Monday to Friday, 9.00am to 5.00pm service-desk local time, and are not covered by the Response Time targets. Supplier shall use reasonable efforts to meet these Response Times. Business Critical targets apply where more than 30% of users cannot substantially use the Solution or Buyer cannot substantially conduct its normal business. While a SUMA or subscription is active, Supplier will carry out one tariff update per year at Buyer's request without further charge, subject to the updated rates being supplied in the required format. Supplier may deliver, install and commission updates and upgrades from time to time; upgrade licenses are granted under Section 9. Installation and hardware costs associated with software upgrades are payable by Buyer at Supplier's then-current charges. Supplier's responsibilities apply solely to Supplier-supplied hardware and licensed software; expressly excluded are Buyer network infrastructure, servers and computers, and consumable items. Incidents found to be external to the Solution, or due to configuration changes made without Supplier's approval, may be charged at current service rates. Supplier is not obliged to provide services for Solutions other than on the supported baseline (Section 16), or where any element of the Solution is no longer generally supported by its manufacturer, or at premises other than the Installation Address. Any re-installation of Supplier software on Buyer-supplied hardware is payable by Buyer at Supplier's then-current charges. Damage to Supplier-supplied hardware, whether accidental or intentional, is excluded, and all parts or units replaced by Supplier become the property of Supplier. Supplier may audit the Solution before accepting a SUMA or subscription and, subject to the frequency limit in Section 20, during its term, to verify that the configuration matches the Quote and is in serviceable condition. Reactivation after a SUMA has ended is governed by Section 17(a). Supplier's reactivation fee at the date of these terms is $1,250.

22. CUSTOMER SUPPORT RESPONSIBILITIES. During Operational Times, Buyer shall provide Supplier with a Supplier-approved method of remotely accessing the Solution for diagnostics and incident resolution. Where attendance on site is required, Buyer shall provide free access to the Solution and reasonable facilities, and make available a suitably qualified and authorized representative at all times while the service is performed; if such a representative is unavailable, Supplier may charge for a revisit. Buyer shall not permit any person other than Supplier personnel or persons authorized by Supplier to alter, modify, repair or change the Solution. Buyer shall take all reasonable precautions to ensure the health and safety of Supplier personnel while on Buyer's premises.

23. SUPPORT EXCLUSIONS. Supplier has no support obligations in respect of: (i) incidents arising from installation not carried out by Supplier or its appointed representative; (ii) equipment or software not provided by Supplier (such as servers, switches, routers or PCs); (iii) any part of the Solution defective prior to the start of the Term; (iv) equipment subjected to unreasonable physical or electrical stress or excessive temperature levels; or (v) incidents arising from misuse, accident or negligence by Buyer or any other party. Supplier's liability in respect of damage to Buyer's tangible property caused by Supplier's negligence is limited to $50,000. Liability that cannot be limited or excluded by law is dealt with in Section 11. All other liability is governed by Section 11. If Buyer attaches, or allows a third party to attach, unapproved equipment or software to the Solution, such attachment and use is at Buyer's sole risk and expense, and Buyer shall indemnify Supplier for resulting costs and claims.

24. PROFESSIONAL SERVICES AND INSTALLATION. Implementation, training and associated works are carried out during Supplier's normal working hours by a qualified engineer. Works requested on statutory holidays or at weekends may be subject to a modified installation fee. Support is provided remotely; exceptional on-site assistance is subject to a separate quotation. Any additional one-off development is subject to a price modification. Buyer is responsible for providing the required hardware unless the Quote states otherwise, and for a clean and safe installation location; cabling is not within Supplier's scope. Where attendance outside Supplier's home country is required, travel, lodging and visa facilitation are chargeable to Buyer unless the Quote states otherwise. Supplier is not involved in the installation, configuration or maintenance of the guest data network. Where additional modules are added, the license value increases and the SUMA fee increases in accordance with Section 16.

25. ASSIGNMENT. Supplier may assign this agreement to any other person at any time by giving notice to Buyer. Buyer may not assign this agreement without Supplier's prior written consent, which consent shall not be unreasonably withheld.

26. CONFIDENTIALITY. Each party shall keep confidential all information disclosed by the other party that is marked or identified as confidential, or that a reasonable person would understand to be confidential, including pricing, the terms of each Quote, the software, its documentation and Supplier's know-how ("Confidential Information"). Each party shall use the other party's Confidential Information only to perform its obligations or receive the benefit of this agreement, and shall disclose it only to its employees, affiliates, professional advisers and sub-contractors who need to know it and are bound by obligations of confidentiality no less protective than this Section. This Section does not apply to information that is or becomes public other than through a breach of this agreement, was lawfully known to the recipient before disclosure, is independently developed by the recipient, or is lawfully received from a third party without restriction. A party may disclose Confidential Information where required by law, regulation or court order, giving the other party prompt written notice where lawful. These obligations continue for five (5) years after this agreement ends and, for the software and Supplier's trade secrets, for as long as the information remains confidential.

27. NOTICES. Notices under this agreement shall be in writing and sent to the receiving party at the address stated in the applicable Quote (or any other address notified in writing); notices to Supplier shall also be copied to legal@tigertms.com. Notices may be delivered by hand, sent by recorded or tracked post or courier, or sent by email. A notice is deemed received: if delivered by hand, on delivery; if sent by post or courier, on the second (2nd) business day after posting, or the fifth (5th) business day for international post; and if sent by email, at the time of transmission or, if sent outside business hours, at 9.00am on the next business day in the place of receipt. Notices of breach, termination or a legal claim sent by email shall also be sent by one of the other methods. Notices of fee changes, renewal and deactivation under Sections 16, 17 and 20 may be given by email alone to Buyer's billing or primary contact, or on the relevant invoice.

28. SEVERABILITY AND WAIVER. If any provision of this agreement (or part of a provision) is found by any court or competent authority to be invalid, illegal or unenforceable, that provision or part shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable or, if that is not possible, deleted, and the validity and enforceability of the remaining provisions shall not be affected. No failure or delay by either party in exercising any right or remedy under this agreement shall operate as a waiver of that or any other right or remedy.

29. INTELLECTUAL PROPERTY INDEMNITY. Supplier shall defend Buyer against any claim by a third party that Buyer's use of the Supplier software in accordance with this agreement infringes that third party's copyright, trademark or patent rights in the country where the property identified in the applicable Quote is located, and shall pay any damages finally awarded against Buyer or agreed by Supplier in settlement, provided that Buyer (a) notifies Supplier promptly in writing of the claim; (b) makes no admission or settlement without Supplier's prior written consent; (c) gives Supplier sole control of the defense and settlement of the claim; and (d) provides reasonable assistance at Supplier's expense. If such a claim is made or in Supplier's reasonable opinion is likely, Supplier may at its option and expense procure the right for Buyer to continue using the software, modify or replace the software so that it is non-infringing without material loss of functionality or, if neither is reasonably practicable, terminate the License for the affected software and refund the License Fee paid for it, less twenty percent (20%) for each full year since delivery, together with any prepaid SUMA or subscription fees for the unexpired period. Supplier has no liability under this Section for any claim arising from (i) modification of the software by anyone other than Supplier; (ii) combination of the software with products, software, data or interfaces not supplied by Supplier; (iii) use of the software other than in accordance with this agreement and its documentation; (iv) third-party software; or (v) Buyer's continued use of the software after Supplier has made a non-infringing alternative available. Supplier's total liability under this Section shall not exceed two (2) times the total fees paid by Buyer under this agreement in the twelve (12) months before the claim. This Section states Buyer's sole and exclusive remedy, and Supplier's entire liability, for third-party intellectual property infringement claims.

30. DATA PRIVACY AND SECURITY. (a) In this Section, "Data Protection Laws" means all U.S. federal and state laws relating to the privacy, security or protection of personal information that apply to the processing of Buyer Personal Data, including the California Consumer Privacy Act of 2018, as amended (the "CCPA"), comparable state consumer privacy laws and state data breach notification laws and, where applicable, the data protection laws of other jurisdictions; and "personal information", "service provider", "processor", "sell" and "share" have the meanings given in the Data Protection Laws. Each party shall comply with the Data Protection Laws in performing this agreement. (b) Supplier processes the personal information that it receives from or on behalf of Buyer in providing the software, subscription, support and professional services ("Buyer Personal Data") as Buyer's service provider or processor. The nature and purpose of the processing are hosting (where applicable), remote access, diagnostics, support, configuration, migration and data export, for the term of this agreement. The types of personal information are guest and staff names, room and extension numbers, call detail and billing records, voicemail and wake-up records, and system user account details, relating to Buyer's guests, staff and system users. Buyer is responsible for giving any notices and obtaining any consents the Data Protection Laws require. (c) Supplier shall: (i) process Buyer Personal Data only to provide the products and services under this agreement, which are the limited and specified business purposes for which Buyer discloses it, and in accordance with Buyer's documented instructions; (ii) not sell or share Buyer Personal Data, and not retain, use or disclose it for any other purpose, including any commercial purpose, or outside the direct business relationship between the parties, except as the Data Protection Laws permit; (iii) not combine Buyer Personal Data with personal information that it receives from or on behalf of any other person or collects from its own interactions with consumers, except as the Data Protection Laws permit; (iv) comply with its obligations under the Data Protection Laws, provide the same level of privacy protection as they require, and notify Buyer if it determines that it can no longer meet those obligations; (v) ensure that persons authorized to process Buyer Personal Data are bound by obligations of confidentiality, and implement reasonable security procedures and practices appropriate to the nature of Buyer Personal Data; (vi) notify Buyer without undue delay, and in any event within forty-eight (48) hours, after becoming aware of any unauthorized access to or acquisition of Buyer Personal Data, and provide the information Buyer reasonably requires to meet its own notification obligations; (vii) at Buyer's choice, delete or return all Buyer Personal Data at the end of the provision of the services (subject to the export period in Section 20), and delete existing copies unless the law requires their retention; and (viii) taking into account the nature of the processing, reasonably assist Buyer in responding to consumer requests under the Data Protection Laws and, on reasonable written notice, at Buyer's expense and no more than once in any twelve (12) month period (except following a security incident), make available the information necessary to demonstrate compliance with this Section and permit Buyer to take reasonable and appropriate steps to ensure that Supplier uses Buyer Personal Data consistently with Buyer's obligations under the Data Protection Laws, and to stop and remediate any unauthorized use. Supplier certifies that it understands and will comply with the restrictions in this Section. (d) Supplier may engage subcontractors, including its affiliates and hosting providers, to process Buyer Personal Data. Supplier will provide its current list of such subcontractors on request and will give Buyer at least thirty (30) days' notice of any intended addition or replacement, during which Buyer may object on reasonable data protection grounds. If the parties cannot resolve the objection, Buyer may terminate the affected SUMA or subscription on written notice without any cancellation charge. Supplier will impose on each subcontractor, by written contract, obligations no less protective than those in this Section, and remains liable to Buyer for the performance of each subcontractor's obligations. (e) Supplier may process Buyer Personal Data outside the United States, including through its affiliates in the United Kingdom, the European Union and the United Arab Emirates, subject to this Section. (f) Each party's liability under or in connection with this Section is subject to Section 11.

31. GENERAL. (a) Variation. Except as provided in Section 1, no variation of this agreement is effective unless it is in writing and signed by or on behalf of each party; a Quote accepted in accordance with Section 1 is a variation for this purpose. (b) No third-party beneficiaries. There are no third-party beneficiaries of this agreement. (c) Non-reliance. Each party acknowledges that in entering into this agreement it has not relied on any statement, representation, assurance or warranty that is not set out in this agreement, and that it shall have no remedy in respect of any such statement. Nothing in this Section limits or excludes liability for fraud or fraudulent misrepresentation. (d) Subcontracting. Supplier may subcontract any of its obligations, including to its affiliates, and remains responsible for the acts and omissions of its subcontractors. (e) Survival. Sections 3, 11, 12, 13, 17, 18, 20, 26, 29, 30 and 31, and any other provision that by its nature is intended to survive, survive the expiry or termination of this agreement. (f) Counterparts and electronic signature. A Quote may be signed in counterparts and by electronic signature, each of which is an original and which together form one instrument. (g) Relationship. Nothing in this agreement creates a partnership, joint venture or agency between the parties. (h) Attorneys' fees. In any action or proceeding arising out of or relating to this agreement, the prevailing party is entitled to recover from the other party its reasonable attorneys' fees, expert fees and costs, including on any appeal and in any bankruptcy proceeding, in addition to any other relief awarded. The prevailing party is the party that obtains substantially the relief it sought, as determined by the court. Where neither party substantially prevails, each party bears its own fees and costs. An award under this paragraph is not subject to, and does not count toward, the limits in Section 11.