

Last updated August 28, 2023

REVINATE IVY PRODUCT SPECIFIC TERMS

In addition to the Revinate General Terms and Conditions of Service (the “**General Terms**”) entered into by and between you and Revinate, LLC, its subsidiaries and affiliated entities (collectively, “**Revinate**,” “**we**,” “**our**” or “**us**”), as well as the Service Order associated with the General Terms (“**Service Order**”) which incorporates by reference these Revinate Ivy Product Specific Terms (“**Product Specific Terms**”), your use of the Revinate Ivy platform, software products and associated services (collectively the “**Services**”) is subject to the following additional Product Specific Terms.

Capitalized terms used but not defined herein have the meanings given to them in the General Terms. To the extent that anything in or associated with these Product Specific Terms is in conflict or inconsistent with the General Terms and/or Service Order, these Product Specific Terms shall take precedence unless otherwise stated to the contrary herein.

1. Services. The Services enable: (a) you to upload the mobile telephone numbers of individuals in your organization’s databases (“**Uploaded Guest Database**”); (b) your travel guests (“**Guests**”) to submit their mobile telephone numbers (“**Guest Provided Data**,” and together with the Uploaded Guest Database, the “**Guest Database**”); (c) you to upload and deliver SMS text message communications to your Guests, as well as receive and respond to SMS text messages from Guests by and through the Services (collectively, “**Customer SMS Messages**”). For clarification purposes, you (not Revinate) will provide the text and other content contained in all Customer SMS Messages.

We endeavor to ensure that Customer SMS Messages are processed correctly and delivered by and through the Services to the applicable Guests. Revinate transmits Customer SMS Messages via major telecommunications companies and mobile network operators and, thus, Revinate’s control over the timing of the transmission of your Customer SMS Messages is limited by the technical constraints imposed upon Revinate. Further, while Revinate employs commercially reasonable efforts to transmit your Customer SMS Messages and broadcasts to the applicable network for final delivery to your designated Guests as fast as possible, we cannot commit to, and do not guarantee, ultimate delivery or a specific maximum delivery time. Such delivery and times of delivery depend on various network and system-related factors among the various entities involved in the transportation of your Customer SMS Messages and broadcasts across the public switched telephone network and Internet. You should know that communications carriers assign text messages with a default lifetime and any Customer SMS Message or broadcast that cannot be delivered successfully within the lifetime assigned to it will be discarded by the applicable communications carrier without notice. As such, you understand and agree that Revinate is not responsible for any loss or damage associated with any Customer SMS Message or broadcast delivery failure or delay.

In response to changes in any laws and/or regulations that render our continued provision of the Services potentially illegal or commercially infeasible, we reserve the right to modify, limit the availability, or terminate the Services, or any portion thereof, without liability to you. **REVINATE ACTS ONLY AS THE PROVIDER OF A PLATFORM AND ASSOCIATED SERVICES TO FACILITATE MESSAGING AND COMMUNICATIONS BETWEEN YOU AND YOUR GUESTS. YOU HAVE SOLE RESPONSIBILITY AND LIABILITY FOR THE CONTENT AND TRANSMISSION OF YOUR MESSAGES AND ASSOCIATED COMMUNICATIONS.**

2. Compliant Use of the Services – North American Customers.

(a) Guest Database. Customer is solely responsible for ensuring that the Guest Database consists of Guests who have provided: (i) “**prior express written consent**” (as defined in the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time (the “**TCPA**”)) to receive commercial SMS text messages sent via automated means by Customer to the provided telephone numbers (“**TCPA Consent**”); (ii) consent required under other applicable state and federal laws including, without limitation, Federal Do Not Call List requirements, the Oklahoma Telemarketer Restriction Act, the Florida Telemarketing Act and Florida Do Not Call Act and the Washington Telemarketing Law HB1497 (“**Additional Consents**,” and together with TCPA Consent, the “**Telemarketing Consent**”); and (iii) the requisite consent (“**CASL Consent**”) to receive “**commercial electronic messages**,” as defined under Canada’s Anti-Spam Legislation (“**CASL**”), from Customer, where the Guest Database contains the mobile telephone number(s) of any resident(s) of Canada. Customer shall retain the records of each individual’s CASL Consent and Telemarketing Consent, as applicable (“**Consent Records**”), for a minimum of five (5) years following collection of same. Customer must, within two (2) business days of receipt of Revinate’s request, provide the: (A) Consent Records to Revinate; and (B) name, date, time, IP address and referral URL where the applicable individual(s) submitted her/his/their mobile telephone number(s). Customer is solely responsible and fully liable for any third-party owned lists/databases used in connection with the Services, including whether or not legally sufficient consent has been obtained from the Guests contained in the applicable third-party owned list(s)/database(s). Without limiting the foregoing, Customer hereby expressly acknowledges and agrees that Revinate makes no claim that its Services will not be considered an autodialer or automated telephone dialing system within the meaning of the TCPA and equivalent state statutes. As a result, Revinate does not make any claim, representation or assertion that Customer’s distribution of Customer SMS Messages to Guests will comply with the TCPA and/or any other applicable laws, rules regulations and/or guidelines.

(b) Customer SMS Messages. Customer represents and warrants that it shall include clear opt-out/unsubscribe functionality in EVERY Customer SMS Message that is sent and/or initiated by and through the Services, and that such opt-out/unsubscribe functionality shall satisfy any and all requirements under Applicable Law (as defined below). Customer further agrees that any individual requesting “Do-Not-Text” (“**DNT**”) status including, without limitation, by responding to a Customer SMS Message with the words “STOP,” “END,” “CANCEL,” “UNSUBSCRIBE,” “QUIT” and/or any other word, or combination of words, that indicate(s) that the Guest no longer wishes to receive Customer SMS Messages from Customer, shall immediately be placed on Customer’s DNT list and removed from the Guest Database. Without limiting the foregoing, Customer agrees that it will: (i) not send any Customer SMS Messages to any portion of the Guest Database that has not been scrubbed against: (A) Customer’s DNT list; and (B) the Reassigned Numbers Database maintained by the Federal Communications Commission (“**FCC**”); (ii) check such DNT list and Reassigned Numbers Database on a daily basis; (iii) process all unsubscribe requests, no matter the source, within one (1) day of receipt of such requests and maintain electronic records evidencing the date and time of removal of such telephone numbers from the Guest Database; and (iv) maintain all records related to Customer scrubbing against the Reassigned Numbers Database, as required by Applicable Law.

(c) Compliance with Applicable Law. By accessing and using the Services, you represent and warrant that your use of the Services, your Customer SMS Messages, your Guest Database, your purpose for contacting Guests and your activities associated with any of the foregoing will at all times be in strict compliance with all applicable Mobile Marketing Association (“**MMA**”) guidelines, guidelines made available by the Cellular Telecommunications Industry Association (“**CTIA**”), the rules, terms, conditions and policies of all participating mobile telephone carriers, as well as all applicable local, state, national, federal and international laws, rules and regulations including, but not limited to, the TCPA, the Amended Telemarketing Sales Rule, 16 C.F.R. § 310.4(b)(iii) (the “**TSR**”), Pallone-Thune Telephone Robocall Abuse Criminal Enforcement And Deterrence Act (“**TRACED Act**”), the Oklahoma Telemarketer Restriction Act, the Florida Telemarketing Act and Florida Do Not Call Act, the Washington Telemarketing Law HB1497, the Gramm-Leach Bliley Act of 1999 (15 U.S.C. §§ 6801 et seq.), the FTC’s Safeguards Rule (16 CFR Part 314), the Federal Trade Commission Act, CASL, the Federal Communications Act, and all rules and regulations promulgated under any of the foregoing (collectively, “**Applicable Law**”).

Without limiting the foregoing, Customer represents and warrants that its Guest Database, and use thereof, shall at all times comply with the California Consumer Privacy Act, Cal. Civ. Code § § 1798.100 et seq. (“**CCPA**”), the California Privacy Rights Act (“**CPRA**”), the Colorado Privacy Act (“**CPA**”), the Connecticut Data Privacy Act (“**CDPA**”), the Iowa Data Privacy Law, the Utah Consumer Privacy Act (“**UCPA**”) and the Virginia Consumer Data Protection Act (“**VCDPA**”), and all other applicable federal and state data protection laws (collectively, “**Applicable Privacy Laws**”). Without limiting the foregoing, Customer shall ensure that the following shall fully comply with Applicable Privacy Laws: (i) Customer’s internal Guest Database, data security policies and procedures, encryption technology, personnel oversight and networks; (ii) Customer’s record keeping practices in connection with consumer data obtained, stored, utilized and/or transferred to third parties by Customer; (iii) Customer’s procedures for preventing a breach of Guest Database data and responding in the event that a consumer data breach occurs; (iv) Customer’s policies and procedures related to cross-border transfers of personal information; and (v) Customer’s policies for honoring the right of consumers to exercise all rights granted consumers under Applicable Privacy Laws.

(d) Legal Disclaimer. Neither Revinate nor the Services are intended, under any circumstances, to offer legal advice, recommendations or counselling in connection with any legal matter including, without limitation, compliance with the TCPA (including obtaining “prior express written consent” from consumers in connection with same), compliance with any other telemarketing laws, compliance with Applicable Privacy Laws or any other Applicable Law, and no element of the Services should be construed as such. You should always check with your attorney(s) to ensure that any use of the Services, including your Customer SMS Messages, complies with Applicable Law including, without limitation, Applicable Privacy Laws and the TCPA.

3. Compliant Use of the Services – Customers located outside of North America.

(a) Compliance with Applicable Law. By accessing and using the Services, you represent and warrant that your use of the Services, your Customer SMS Messages, your Guest Database, your purpose for contacting Guests and your activities associated with any of the foregoing will at all times be in strict compliance with all applicable local and international laws, rules and regulations, including, but not limited to, all applicable privacy laws, rules and regulations (collectively, “**Applicable non-US Law**”).

(b) Legal Disclaimer. Neither Revinate nor the Services are intended, under any circumstances, to offer legal advice, recommendations or counselling in connection with any legal matter including, without limitation, compliance with Applicable non-US Laws, and no element of the Services should be construed as such. You should always check with your attorney(s) to ensure that any use of the Services, including your Customer SMS Messages, complies with Applicable non-US Law.

4. Customer SMS Messages General Terms. Customer agrees to provide its valid and legally sufficient contact information in connection with each Customer SMS Message. Customer shall schedule Customer SMS Message campaigns responsibly, in a manner that is courteous to Guests and in full compliance with local, state, national and international calling time/date rules and regulations. Customer represents and warrants that it has all necessary ownership or other rights in and to the Customer SMS Messages enabling Customer to distribute/initiate same as contemplated hereunder. In connection with the Customer SMS Messages, and Customer's performance under these Product Specific Terms, Customer agrees not to: (i) upload and/or share any Customer SMS Messages that could be considered unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable; (ii) upload and/or share any Customer SMS Messages that infringe upon the trademark, trade name, service mark, copyright, license or other intellectual property or proprietary right of any third party; (iii) express or imply that any statements that Customer makes are endorsed by Revinate, without our specific prior written consent; (iv) transmit any Customer SMS Messages that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications equipment; (v) post, offer for download, transmit, promote or otherwise make available any product or service that is illegal or that violates the rights of a third party; and/or (vi) mislead others as to the identity of the sender of your Customer SMS Messages by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you. Engaging in any of the aforementioned prohibited practices shall be deemed a material breach of these Product Specific Terms and may result in the immediate termination of your access to the Services, without notice, in the sole discretion of Revinate.

5. Neutral Host. Revinate operates the Services as a neutral host. Customer understands and agrees that Revinate will not be responsible for, and Revinate undertakes no responsibility to monitor or otherwise police, the Customer SMS Messages and/or Customer's use of the Services. Customer agrees that Revinate shall: (i) have no obligations and incur no liabilities in connection with any Customer SMS Messages; and (ii) not be liable to any party for any claim in connection with the Customer SMS Messages and/or Customer's use of the Services.

6. Use of the Services; Ownership Rights.

(a) Customer Content.

(i) You are responsible for all third-party contact information, messages, data, text, video, photos, audio and all other materials and information (including personal information of your Guests and the Guest Database) that you upload to the Services or is uploaded via your account (collectively, "**Customer Content**"). As between you and us, you retain ownership of any proprietary or intellectual property rights that you hold in and/or to Customer Content. You grant us a limited, non-exclusive, worldwide, sublicensable, royalty-free license, to reproduce, copy, display, transmit, share and otherwise use Customer Content as necessary for our operation and provision

of the Services. You are solely responsible for maintaining backups and records of Customer Content. We are not your system of record and have no liability or responsibility for any loss or destruction of Customer Content. You must maintain copies of all records required by Applicable Law or Applicable non-US Law if you are located outside of North America. You may request, pursuant to a separate professional services agreement with Revinate, the ability to download limited portions of Customer Content at any time from the Services. Upon your reasonable request, we can provide a download of Customer Content to you in a form and format that we reasonably select, subject to your payment of our then-current time and materials fees.

(b) Usage Data. We collect various usage data and statistics regarding your use of the Services and your account ("**Usage Data**"). We may use this Usage Data for any internal purpose, including marketing and advertising efforts, and may disclose this Usage Data provided any such disclosures are anonymized or aggregated such that neither you nor any of your Guests are reasonably identifiable.

(c) Prohibited Uses. Revinate prohibits any use of the Services in connection with any of the following:

- (i) Activities that seek to attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, violent, threatening, harassing, libelous, defamatory, scandalous, or abusive, or that violate any right of any third party, or are otherwise objectionable;
- (ii) Storage or transmission of infringing, libelous, or otherwise unlawful or tortuous material, or material in violation of third-party privacy rights;
- (iii) Pornography, sexual products, otherwise sexually explicit material, or escort services;
- (iv) Illegal drugs or drug contraband;
- (v) Pirated computer programs, viruses, worms, Trojan horses, or other malicious or harmful code;
- (vi) Instructions or materials for the assembly of bombs or other weapons;
- (vii) Disclosure of anyone's private or personally identifying information without such party's prior express written consent (or parents' prior express written consent in the case of a minor); and/or
- (viii) Material that displays any person under eighteen (18) years of age in an illicit or otherwise exploitative manner.

7. Representations and Warranties. By accessing and/or using the Services, you represent and warrant that: (a) these Product Specific Terms constitute a legal, valid and binding obligation for you, which is fully enforceable against you in accordance with their terms; (b) you understand and agree that you have independently evaluated the desirability of utilizing the Services and that you have not relied on any representation and/or warranty other than those set forth in these Product Specific Terms; (c) the execution, delivery and performance of these Product Specific Terms by you will not conflict with or violate Applicable Law or Applicable non-US Law if you are located outside of North America; (d) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; and (e) you will not use the Services for any illegal or unauthorized purpose. You further represent and warrant that:

- (i) You will not access or otherwise use any third- party list of phone numbers or otherwise engage in unsolicited messaging/initiate any unsolicited Customer SMS Messages using the Services in

violation of Applicable Law or Applicable non-US Law if you are located outside of North America. Additionally, you agree not to send messages to your contacts beyond the frequency represented in any disclosures or terms that you have with such contacts.

(ii) You warrant and covenant that any message sent through the Services must represent truthfully your identity, your products or services, availability of goods or services, pricing, benefits, and any other offering aspects in your messaging.

8. Warranty Disclaimers.

(a) THE SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. NO THIRD PARTY IS PERMITTED OR AUTHORIZED TO MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR COVENANT WITH RESPECT TO THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, REVINATE MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS OR PROMISES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, SECURITY, AVAILABILITY, AND FREEDOM FROM COMPUTER VIRUSES.

(b) IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, REVINATE MAKES NO WARRANTY THAT THE SERVICES: (i) WILL MEET YOUR REQUIREMENTS; (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (iii) WILL BE FREE OF HARMFUL COMPONENTS; (iv) WILL ENABLE YOU TO SUCCESSFULLY DELIVER ANY CUSTOMER SMS MESSAGES; (v) WILL RESULT IN CUSTOMER SMS MESSAGES THAT ARE DELIVERED OR TIMELY; AND/OR (vi) WILL BE ACCURATE OR RELIABLE. REVINATE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) MADE AVAILABLE BY AND/OR THROUGH THE SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. REVINATE DOES NOT WARRANT THAT YOUR USE OF THE SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION OR WILL ALLOW YOU TO COMPLY WITH THE LAWS OF ANY JURISDICTION AND REVINATE SPECIFICALLY DISCLAIMS SUCH WARRANTIES.

(c) REVINATE DOES NOT WARRANT, GUARANTEE OR REPRESENT THAT YOU WILL RECEIVE ANY PARTICULAR RESULT FROM USE OF THE SERVICES. IF YOU ARE UNHAPPY OR DISSATISFIED WITH THE SERVICES OR ANY RESULTS DERIVED FROM SAME, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USE OF SAME, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE.

(d) SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES. AS SUCH, THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT ANY SUCH JURISDICTION’S LAW IS APPLICABLE TO YOU AND THESE PRODUCT SPECIFIC TERMS.

10. Indemnity. By agreeing to these Product Specific Terms, you agree to indemnify and hold Revinate, its subsidiaries and corporate affiliates, and their respective officers, directors, shareholders, members, employees and agents harmless from and against any and all damages, losses, costs, liabilities, fees, judgments, fines, penalties, settlements, interest, and expenses

(including reasonable attorneys' fees) that directly or indirectly arise from or are related to any claim, allegation, lawsuit, demand or investigation, and to defend Revinate from the foregoing, to the extent based upon or arising from: (a) Customer Content; (b) your use of the Services or your activities in connection with same including, without limitation, any Customer SMS Message or other message sent by you through your use of the Services; (c) your breach or alleged breach of these Product Specific Terms; (d) your violation or alleged violation of any Applicable Law including, without limitation, Applicable Privacy Laws, Applicable non-US Laws, the TRACED ACT, TSR, TCPA, or CASL and any law enforcement or regulatory investigation regarding same; (e) any alleged or actual infringement or misappropriation by you of any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (f) any misrepresentation made by you; (g) any other party's access to and/or use of the Services through your account; (h) the acts and/or omissions of any Guests; and (i) any failure to obtain consents required by Applicable Law or Applicable non-US Laws prior to sending communications or messages using the Services.