

This order form (“Order Form”) and the associated quote (“Quote”) sets forth the terms and conditions specific to your use of the Reverb System, defines your service plan (“Service Plan”) and shall be attached to and incorporated into the Reverb Master License Agreement located at legal.reverbreports.com/mla (the “Master License Agreement” or “MLA”). By signing this Order Form, you hereby acknowledge and agree that you are an authorized representative of Licensee and that as of the Effective Date, Licensee agrees to be bound by the terms and conditions of this Order Form and the Master License Agreement.

This Order Form together with the Quote and Master License Agreement supersede all prior discussions and agreements between the parties for the Reverb Software Products described in this Order Form. The contents of this Order Form are considered Confidential Information as defined in Section 12 of the Master License Agreement and are subject to the terms thereof. Capitalized terms used herein but not otherwise defined shall have the meaning as set forth in the Master License Agreement. Other than as specifically set forth below, the terms and conditions of the Master License Agreement shall control. To the extent that there is a conflict between the Order Form and the Master License Agreement, the Order Form shall control.

Reverb Pricing and Service Plans

Your Reverb Service Plan, and all associated features and all associated License Fees, are set forth in the attached Quote.

Subscription Term

Notwithstanding Section 18 of the Master License Agreement, the Parties acknowledge and agree that this Order Form has an initial term beginning on the Effective Date and ending twelve months following the Kickoff Date (“Initial Term”).

This Order Form, including the subscription to the Service Plan, shall automatically renew for successive 12 month periods (“Renewal Term”) on each anniversary of the Kickoff Date indicated above in your Onboarding Schedule. Such renewals shall be governed by Reverb’s then-current terms and conditions, including the then-current MLA.

The Initial Term and any Renewal Term are collectively referred to herein as “Term”. Except as provided in the MLA, Licensee may not terminate this Agreement during any Term. To terminate this Agreement, Licensee must provide written notice to Reverb of its intent not to renew at least ninety (90) days prior to the end of the then-current Term (“Nonrenewal Deadline”). Upon such notification, the Agreement will terminate upon the expiration of that Term.

Payment Amount and Schedule

Pricing for the Reverb Service Plan is listed above.

Reverb Onboarding fees are due and payable by Licensee in accordance with the schedule provided in the Service Plan (\$995 due upon Quote signing). Reverb Onboarding is a one-time process, occurring only within the Initial Term. Licensee should provide Reverb with relevant report templates within 14 days of signing this agreement; Reverb is not responsible for delays in onboarding resulting from unsupplied report templates.

For the Initial Term, the Reverb Subscription Fee is due and payable by Licensee every month on the billing day (“Billing Day”), commencing the month following the initial Quote signing. For the avoidance of doubt, if the Quote was signed on 1/15/2024, the Monthly Fee Start Date would be 2/15/2024, and the Billing Day would be the 15th of each month thereafter. Monthly fees are due in advance of each month of service. If onboarding completes ahead of schedule, the parties may agree in writing (email sufficient) to accelerate the Monthly Fee Start Date, adjusting the Billing Day accordingly.

For each Renewal Term, license fees for the Reverb Service Plan shall change to Reverb’s then-current pricing without notice. For the Renewal Term, pricing for the same Service Plan used in the immediately preceding Term (“Expiring Term”) shall increase no more than the higher of the average inflation rate of the previous 12 months or 5% per year over the duration of the Expiring Term. Notwithstanding the foregoing, should pricing for Licensee’s Reverb Service Plan for the Renewal Term increase more than the higher of the average inflation rate of the last 12 months or 5% per year (due to changes in Licensee’s Maximum Clients per Month or otherwise), Reverb shall notify Licensee (email sufficient) of such pricing changes at least 30 days prior to the Nonrenewal Deadline.

Licensee acknowledges that the pricing associated with its Reverb Subscription entitles Licensee to use the Software Products for a Maximum Number of Clients per Month (“Subscription Level”), as specified in the Service Plan. Should

Licensee's average usage over any consecutive three month period ("Usage Level") exceed its Subscription Level, Reverb may, with notice (email sufficient), immediately increase Licensee's Reverb Subscription Fee to the then-current price for Licensee's Usage Level.

On or before the Monthly Fee Start Date, Licensee may elect to pay Reverb Subscription Fee in a single annual payment to receive Reverb's then-current annual payment discount ("Discount Rate"). The amount of this annual payment shall be calculated as: Reverb Subscription Fee * Number of Monthly Payments in Term * Discount Rate.

Payment Terms

All payment obligations are non-cancellable, and all amounts paid are non-refundable, except as specifically provided for in this Order Form.

Payment Method

Payment will be made via ACH.

ACH (Automated Clearing House) Payment Information

Licensee authorizes Reverb to make withdrawals from Licensee's bank account through an online bank routing system in accordance with this Agreement. Accordingly, you will provide Reverb the following information during your onboarding process: (i) name of bank, (ii) type of account, (iii) bank account number and (iv) routing number. **BY PROVIDING THE FOREGOING AND SIGNING AND RETURNING THE AGREEMENT AND ASSOCIATED ONBOARDING INFORMATION, LICENSEE HEREBY AUTHORIZES REVERB TO WITHDRAW THE APPLICABLE AMOUNTS FROM LICENSEE'S BANK ACCOUNT IN ACCORDANCE WITH THIS AGREEMENT FROM THE EFFECTIVE DATE UNLESS LICENSEE ADVISES REVERB, IN WRITING WITHIN TEN (10) DAYS AFTER REVERB PROVIDES WRITTEN NOTICE OF ITS INTENT TO MAKE ANY SUCH WITHDRAWAL, THAT SUCH WITHDRAWAL IS NOT AUTHORIZED AND SETTING FORTH THE APPLICABLE REASONS.**

Licensee further authorizes Reverb to use a third party to process payments, and consents to the disclosure by Reverb of Licensee's payment information to such third party. Licensee will keep their contact information and billing information, including bank name, account number and routing number, up to date. Changes may be made on your billing page within your billing account. All fees are exclusive of sales tax, for which Licensee is responsible and Reverb will charge as applicable. Licensee agrees to pay any taxes applicable to their use of the Reverb Software Products described in this Order Form. All fees are exclusive of sales tax, for which Licensee is responsible and Reverb will charge as applicable.

Usage

Customer subscriptions are based on an annualized usage commitment. At the commencement of the Subscription Term, the Parties will establish an estimated total number of reports the Customer anticipates generating over a twelve (12) month period (the "Annual Commitment"). The Annual Commitment will be allocated evenly across the Subscription Term to determine the applicable subscription tier and corresponding monthly subscription fees (the "Subscription Tier").

Reverb will monitor Customer's usage on a monthly basis using a rolling three-month average (the "Usage Review Period"). If the rolling three-month average report volume remains at or below the maximum number of reports included in the Subscription Tier, no adjustment shall be made. If the rolling three-month average exceeds the Subscription Tier maximum, Reverb may notify Customer and the Parties shall determine whether the increased usage reflects (a) a temporary or seasonal fluctuation, or (b) an ongoing increase in volume that requires a Subscription Tier adjustment.

If Reverb reasonably determines, based on the Usage Review Period or other usage trends, that Customer's actual usage materially exceeds the Subscription Tier on a sustained basis, Customer agrees to upgrade to the appropriate higher Subscription Tier for the remainder of the Subscription Term. Any such upgrade shall be applied prospectively and shall adjust the monthly subscription fees accordingly.

Customer acknowledges and agrees that subscription fees are based on the Annual Commitment and corresponding Subscription Tier, and are not contingent upon actual usage. Customer shall not be entitled to any refund, credit, or proration of fees in the event actual usage falls below the Subscription Tier, either during the Subscription Term or at renewal. Downgrades to a lower Subscription Tier are not permitted during the Subscription Term and may only occur upon renewal.