



COMMERCIALIZEIQ

TERMS OF SERVICE

Effective Date May 1, 2025

EXHIBIT A

1. Definitions

- (A) **"Affiliate"** means all entities which control, are controlled by, or are under common control of the named party, whether directly or through one or more intermediaries, with "control" and "controlled" defined as ownership of more than fifty percent (50%) of the voting capital stock or other interest that has voting rights with respect to the election of the board of directors or similar governing authority.
- (B) **"Customer Data"** means all electronic data or information submitted by Customer to the Services in conjunction with Customer's use of the Services.
- (C) **"Documentation"** means the CommercializeIQ-provided documentation, use and implementation descriptions, user guide, or other technical specifications associated with or included within the Services, which may be made available on CommercializeIQ's website or through electronic means.
- (D) **"Malicious Code"** means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- (E) **"Service(s)"** means CommercializeIQ's services that Customer or Customer's Affiliates identified under an Order Form.
- (F) **"Subscription Term"** means either the Subscription Term or each Renewal Term as the case dictates and as set forth in the Order Form.
- (G) **"Users"** means individuals who are authorized by Customer to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user login identifications by Customer (or by CommercializeIQ as the case may be). Users may include but are not limited to Customer's employees, consultants, contractors, and agents, and third parties with which Customer transacts business.
- (H) **"Order Form"** means the documents for placing orders hereunder which reference these Terms and Conditions, including addenda thereto, that are entered into between Customer and CommercializeIQ or any of CommercializeIQ's Affiliates from time to time, including addenda and supplements thereto; the initial Order Form is attached hereto as Exhibit C.

2. Services Provision and Usage Limits

- (A) **Provision of Services.** CommercializeIQ shall make the Services available to Customer pursuant to this Agreement and the relevant Order Form during the Subscription Term set forth in the Order Form.
- (B) **Room and User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are accessed on a subscription basis and shall not be accessed by no more than the number of Users or used to support more than the number of properties ("**Properties**") specified in the Order Form, (ii) additional User subscriptions may be purchased during the applicable Subscription Term, and (iii) the added usage subscriptions shall terminate on the same date as expiration or termination of the Subscription Term.

3. CommercializeIQ Support

CommercializeIQ shall provide CommercializeIQ's Support Plan for the Services to Customer as set forth in Exhibit B attached hereto, at no additional charge, and/or upgraded support if purchased separately under the Order Form.

4. Customer Responsibilities

- (A) **Customer's Responsibilities.** Customer shall (i) ensure Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality, and legality of Customer's Data and of the means by which Customer acquired Customer's Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify



CommercializeIQ promptly of any such unauthorized access or use; (iv) use the Services only in accordance with the Documentation and all applicable laws and government regulations; and (v) be responsible for the manner in which Customer uses the Services, including the policies and procedures Customer establishes to protect the security of its data, computer network, and other facilities, its choice of equipment, software, and online content, and all other matters related to how Customer uses the Services. Customer shall not (i) make the Services available to anyone other than Users; (ii) sell, resell, rent, or lease the Services; (iii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, in violation of this Agreement, or applicable laws; (iv) use the Services to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vi) attempt to gain unauthorized access to the Services or their related systems or networks; (vii) copy, modify, or create derivative works of the Service or attempt to ascertain the underlying processes or code of the Service; or (viii) use the Service to develop, modify, or create a product or service that competes with Service or has substantially similar functionality as the Service.

- (B) **Usage Limitations.** The Services may be subject to other limitations, such as, for example, limits on usage, on disk storage space, or on the number of calls Customer is permitted to make against CommercializeIQ's application programming interface. Any such limitations are specified in the Order Form. The Services provide real-time information to enable Customer to monitor Customer's compliance with such limitations, if applicable, and this Agreement.
- (C) **Representations and Warranties.** Customer represents and warrants that (i) it has full right and authority to enter into this Agreement; (ii) it will not use the Services in any manner which is in violation of any law or governmental regulation; (iii) the Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (iv) the Customer Data will not include indecent or obscene material or constitute a defamation or libel of any third party and will not result in the obligation of CommercializeIQ to make payment of any third party licensing fees; and (v) it will comply with all relevant export and encryption laws and regulations of the United States and the country in which the Services are utilized ("**Export Laws**").
- (D) **Performance.** In addition to the excused performance contemplated under Section 14 (Force Majeure), CommercializeIQ will be excused from failures to: (i) perform or provide any services, or (ii) meet any obligations described in this Agreement if (A) Customer fails to perform Customer's responsibilities as identified in any Order Form or in any other provisions of this Agreement (collectively, a "**Customer Failure**"), and (B) such Customer
- (E) Failure directly causes CommercializeIQ's failure to perform (an "**Excused Performance Failure**"). A Customer Failure includes the failure of Customer to purchase application support maintenance coverage with respect to Customer owned or licensed software applications to the extent such lack of application maintenance support causes such failure. In the event of a Customer Failure which results in an Excused Performance Failure, CommercializeIQ will, as soon as reasonably possible under the circumstances, (i) give Customer notice of the Customer Failure and the Excused Performance Failure, and (ii) use reasonable efforts to provide the Services, and to otherwise mitigate the adverse consequences of the Customer Failure.
- (F) **Affiliates.** Each Affiliate of Customer that enters into an Order Form under this Agreement agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. No Customer Affiliate may utilize the Services under an Order Form unless agreed to in writing by CommercializeIQ.



5. Professional Services

No on-site service or professional service is included under this Agreement. Any such service requested by Customer shall be provided at CommercializeIQ's standard rates as then in effect if negotiated under separate terms and conditions between CommercializeIQ and Customer.

6. License

In consideration for the payment of all applicable charges, Customer is granted the right to use the Service strictly in accordance with and subject to any accompanying Documentation, as may be provided by CommercializeIQ. Customer is prohibited from creating any internet links to or from the Service, other than Customer's own internal intranets. Except as specifically set forth herein, CommercializeIQ has no obligation to provide maintenance or other support of any kind for any third-party software, including without limitation any error corrections, updates, enhancements, or other modifications.

7. Customer Data

Customer shall retain all title, copyright, and other proprietary rights in and to any Customer Data that is entered in the Services during the Subscription Term of this Agreement and at all times thereafter in which CommercializeIQ retains any Customer data. CommercializeIQ shall treat Customer Data as confidential information as set forth in Section 17 (Confidentiality), and will take commercially reasonable actions to protect the security and integrity of said Customer Data. Upon written request by Customer within thirty (30) days of the effective date of expiration or termination of the relevant Order Form, and provided all outstanding fees and amounts due under this Agreement have been paid, CommercializeIQ shall make available to Customer a file of Customer Data via the Services or permit Customer to extract and transfer such data. As a condition of such extraction, export, or transfer, Customer shall pay CommercializeIQ a Data Extraction and Transition Fee equal to five percent (5%) of the Total Contract Value of the applicable Subscription Term. For purposes of this Section, "Total Contract Value" means the aggregate subscription fees and other committed recurring fees payable by Customer under the applicable Order Form during the Subscription Term, excluding taxes. The Data Extraction and Transition Fee is intended to compensate CommercializeIQ for the administrative, technical, processing, validation, preparation, and other resources associated with extracting, preparing, and securely delivering Customer Data following expiration or termination of the applicable Order Form. Any request requiring custom formatting, transformation, mapping, reconciliation, reorganization, migration assistance, or other services beyond CommercializeIQ's standard data export capabilities may be subject to additional fees at CommercializeIQ's then-current rates. CommercializeIQ shall have no obligation to perform such additional services unless mutually agreed upon by the parties. After such thirty (30) day period, CommercializeIQ shall have no obligation to maintain or provide any Customer Data to Customer, except as otherwise required by applicable law.

8. Service Performance Information

CommercializeIQ may compile performance statistics related to the operations of its hosting services, which may be based in whole or in part on the Services delivered to Customer. CommercializeIQ retains all title, copyright, and other proprietary rights to this statistical and performance information. Such statistical and performance information shall not reference Customer by name without the prior written consent of Customer. Notwithstanding the foregoing, CommercializeIQ shall maintain confidentiality of all Customer Data during and after the relationship between the parties is terminated.

9. Disclaimer of Warranties

Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained therefrom. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S USE AND USERS' USE OF THE SERVICES, SOFTWARE, AND/OR EQUIPMENT PROVIDED BY COMMERCIALIZEIQ AND THE INTERNET. CUSTOMER



UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF COMMERCIALIZEIQ'S AND/OR CUSTOMER'S NETWORK. COMMERCIALIZEIQ HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER'S USERS ACCESS THE SERVICES AT THEIR OWN RISK. THE SERVICES, FACILITIES, AND RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY COMMERCIALIZEIQ UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY COMMERCIALIZEIQ, ITS AFFILIATES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. Notwithstanding the foregoing, CommercializeIQ shall take all commercially reasonable actions to preserve the security of its network and Customer Data

10. Indemnity

- (A) CommercializeIQ shall defend, indemnify, and hold harmless Customer and its directors, officers, agents, and employees ("**Customer Indemnified Parties**") from and against any and all liabilities, costs, and expenses, including reasonable attorneys' fees, associated with third party claims against any Customer Indemnified Parties: (i) to the extent based on an allegation that the Service infringes, misappropriates, or otherwise violates any intellectual property rights of such third party; (ii) due to a breach of a duty of confidentiality of Customer's Data (each, a "**Customer Claim**").
- (B) Customer agrees to defend, indemnify, and hold harmless CommercializeIQ and its Affiliates and their respective directors, officers, agents, and employees harmless from and against any and all liabilities, costs, and expenses, including reasonable attorneys' fees, associated with third party claims against CommercializeIQ to the extent based on an allegation arising out of or relating to: (i) any material breach of Section 4(A) (Customer Responsibilities), Section 4(C) (Representations and Warranties), or Section 7 of this Agreement by Customer or Users; (ii) Customer Data; (iii) acts or omissions of Customer or Customer's agents or contractors in connection with the installation, maintenance, presence, use, or removal of equipment or software not provided by CommercializeIQ in connection with the provision of the Services; and (iv) claims for infringement of any third party proprietary right, including copyright, patent, trade secret, or trademark rights, arising from the use of any services, equipment, or software not provided by CommercializeIQ.
- (C) CommercializeIQ will have no liability if the Customer Claim is caused by or the result of: (i) modifications to the Service made other than by CommercializeIQ or on CommercializeIQ's behalf; (ii) the combination, operation, or use of the Service with equipment, devices, software, or data not authorized by CommercializeIQ or necessarily contemplated under the Documentation; (iii) use of the Service in violation of this Agreement or any other written instructions provided by CommercializeIQ; or (iv) CommercializeIQ's compliance with any designs or specifications provided to it by Customer.
- (D) For a party to obtain indemnification under this Section 10, the party seeking to be indemnified (the "**Indemnified Party**") will: (i) promptly notify the other party (the "**Indemnifying Party**") in writing of a third-party claim; (ii) grant the Indemnifying Party sole control of the defense and resolution of the claim; and (iii) provide the Indemnifying Party, at the Indemnifying Party's expense, with all assistance, information, and authority required for the defense or resolution of the claim. The Indemnifying Party shall not enter into a settlement of any claim that imposes any liability or material obligation on the Indemnified Party or materially prejudices the Indemnified Party's rights without the



Indemnified Party's prior written consent that the Indemnified Party shall not unreasonably withhold, condition, or delay.

- (E) THIS SECTION 10 IS COMMERCIALIZEIQ'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION 10.

11. Fees and Expenses

- (A) Customer will pay all fees due according to the pricing and terms listed in the Order Form(s) throughout the Subscription Term. If at any time the fees for the Service fall below the fees calculated based on any minimum usage shown in the Order Form(s), Customer shall not be entitled to any refund or reduction in fees. Customer agrees that Customer's subscription and payment of fees hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by CommercializeIQ regarding future functionality or features.
- (B) After the initial Subscription Term (or the completion of each Renewal Term) or the initial term of any Order Form, CommercializeIQ shall have the right to increase its fees under any Order Form at any time upon thirty (30) days prior written notice to Customer, provided that CommercializeIQ may not increase its fees under an Order Form more than once in any twelve (12) month period.
- (C) Account Review, Usage Alignment, and Adjustments. CommercializeIQ may periodically review Customer's use of the Services to confirm alignment with the scope, capacity, and intended use associated with Customer's subscribed plan, including without limitation authorized users, data storage, API usage, processing capacity, feature access, or other applicable consumption metrics. If Customer's usage materially exceeds the agreed-upon limits or otherwise differs from the usage profile contemplated by the applicable Order Form, CommercializeIQ may notify Customer and work in good faith with Customer to transition the account to a more appropriate service level, including through the purchase of additional capacity, expanded entitlements, or an upgraded plan. Except where necessary to protect the security, integrity, or availability of the Services, CommercializeIQ will provide reasonable prior written notice before imposing material restrictions, suspending over-limit functionality, or applying additional fees associated with such excess usage. Nothing in this Section limits CommercializeIQ's right to enforce applicable usage limits, fair use policies, or technical safeguards designed to maintain platform performance and reliability for all customers.

12. Payment Terms

Unless otherwise specified on the Order Form, the Services are billed monthly in advance and payable within thirty (30) days of the invoice date. CommercializeIQ may, at its discretion, charge credit card processing fees of two point nine percent (2.9%) if permissible under applicable law. Any payment not received within thirty (30) days of the invoice date shall accrue interest of the lower of either (A) ten percent (10%) or (B) the highest rate permissible under applicable law, per month on the unpaid balance.

13. Assignment

Without the prior written consent of CommercializeIQ, Customer's rights to any Services under this Agreement and this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Customer and any attempt to do so in violation of this Section shall be null and void ab initio, except that CommercializeIQ may assign or transfer this Agreement in whole without Customer's consent (but agrees to provide written notice to Customer upon an assignment) (A) to any of its Affiliates, or (B) upon a change of control of CommercializeIQ, upon a sale of all or substantially all assets of

CommercializeIQ, by operation of law, or due to a merger, consolidation, or reorganization of CommercializeIQ.

14. Force Majeure

Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or delay in its performance under this Agreement due to causes beyond such party's reasonable control, including but not limited to: (A) acts of God, fire, flood, or other catastrophes; (B) any law, order, regulation, direction, or action of any governmental entity or agency, or any civil or military authority; (C) national emergencies, insurrections, riots, wars; strikes, lock-outs, work stoppages, or other labor difficulties; or (D) failure of the internet (not resulting from the actions or inaction of such party), provided that such affected party (i) gives the other party prompt notices of such cause and (ii) uses reasonable commercial efforts to promptly correct such failure or delay in its performance. If Customer is unable to operate its business due to the foregoing subclauses (A) through (C) ("**Closure Event**"), the Subscription Term of the Service that is not used during that time shall extend for the period of the Closure Event, provided such period shall not extend longer than three (3) months.

15. Limitation of Liability

- (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY), IN EACH CASE REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
- (B) COMMERCIALIZEIQ'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE MONTHLY RECURRING CHARGES PAID BY CUSTOMER TO COMMERCIALIZEIQ FOR SERVICES FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR DAMAGES UNDER THIS AGREEMENT OR \$500.00. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ANY REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The provisions of this Section allocate the risks between CommercializeIQ and Customer and CommercializeIQ's pricing reflects the allocation of risk and limitation of liability specified herein.
- (C) No action or claim, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after Customer knew or should have known of the event which gave rise to the cause of action, unless such restriction is not enforceable under applicable law.
- (D) THE CUSTOMER AND COMMERCIALIZEIQ AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 15 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT COMMERCIALIZEIQ HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

16. Term, Renewal and Termination of Service by Customer for Convenience

Unless otherwise set forth in the Order Form, this Agreement is effective from the Effective Date and shall continue through the Subscription Term of the Service set forth in the Order Form; thereafter, this Agreement will automatically renew for additional twelve (12) month terms (each a "Renewal Term") unless Customer provides CommercializeIQ written notice of its intent not to renew this Agreement thirty (30) days prior to the end of the then existing term. Notwithstanding anything contained in this Agreement, this Agreement shall remain in effect so long as CommercializeIQ is providing Services under any Order Form. Customer may terminate an applicable Order Form for convenience prior to the expiration of the then-current Subscription



Term upon thirty (30) days prior written notice to CommercializeIQ; provided, however, that such termination shall not relieve Customer of its obligation to pay all fees and other amounts committed under the applicable Order Form through the end of the then-current Subscription Term, and all such unpaid amounts shall become immediately due and payable as of the effective date of termination. Customer acknowledges that CommercializeIQ incurs significant upfront and non-recoverable costs in connection with implementation, configuration, data ingestion, data normalization, artificial intelligence processing, system configuration, onboarding, and related services, and that the foregoing payment obligation is intended to compensate CommercializeIQ for such commitments and is not a penalty. Any data extraction, export, transition, or related services requested in connection with such termination shall be subject to Section 7 of this Agreement.

17. Confidentiality

- (A) The parties mutually acknowledge that the Services delivered by CommercializeIQ to Customer under this Agreement are the trade secrets and the confidential information of CommercializeIQ. Customer will keep confidential the Services, and each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be submitted by one party to the other (including the price paid for the Services and its related services, any discounts, any special payment terms, and any other negotiated terms of this license), and each party agrees to keep such information confidential by using the same care and discretion that it uses with similar confidential and proprietary information of its own but no less than a reasonable standard of care and will instruct its personnel to do so. CommercializeIQ acknowledges that all Leases and financial data provided by Customer are confidential and must be kept confidential even after this Agreement has terminated.
- (B) CommercializeIQ may aggregate, anonymize, and use Client data for internal analysis, system improvements, and for creating market or industry data and benchmarking insights for use within the Software. In all cases, such data will be encrypted, anonymized, and stripped of Client-identifiable information to ensure confidentiality.
- (C) Both parties shall maintain confidentiality of all proprietary and confidential information shared under this Agreement.
- (D) Notwithstanding the above, CommercializeIQ and Customer shall be entitled to issue a press release upon execution of this Agreement, announcing a software subscription between CommercializeIQ and Customer, provided however that such press release shall not include any confidential information such as dollar value and size of the deployment, unless Customer has specifically authorized in writing the release of such information. In addition, each party shall be allowed to use the name and logo of the other party on their respective websites subject to reasonable brand guidelines of each party.

18. Suspension, Termination for Cause

- (A) In addition to the termination provisions of this Agreement, CommercializeIQ may suspend the provision of any Services upon the failure of Customer to pay any amount when due hereunder or Customer or any party acting on Customer's behalf breaches the terms of this Agreement, provided Customer has been notified and given the opportunity to remedy the payment failure or if Customer's use of the Service is causing immediate and ongoing harm to CommercializeIQ or others.
- (B) In addition, CommercializeIQ may terminate this Agreement in the event of (i) Customer's failure to pay any material uncontested amount when due hereunder; (ii) the filing of a petition in bankruptcy by or against Customer which, in the case of an involuntary petition, is not dismissed within sixty (60) days; and (iii) any material default of this Agreement, including but not limited to violation of Customer's obligations under Sections 4(A) and 4(E), which continues for a period of thirty (30) days after written notice of the breach.

19. Contracting Parties, Notices, Governing Law and Jurisdiction

- (A) This Agreement will be governed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions. The parties agree that exclusive jurisdiction and venue for any actions arising out of or in any way relating to this Agreement will be in the applicable state or federal courts located in the State of Ohio. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of forum non-conveniens or otherwise.
- (B) Except as otherwise specified in the Agreement or Order Form, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the seventh business day after regular mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) by email at the time when the email was confirmed received (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices and any other relevant Service notices to Customer shall be addressed to the contacts designated in the Agreement, Order Form or subsequent documentation provided by the Customer.

20. Severability

If a court declares one or more provisions or parts of this Agreement invalid, illegal, or unenforceable with jurisdiction over the parties to this Agreement, the remaining provisions will nevertheless remain in full force and effect in such jurisdiction, unless such severance would frustrate the contractual intent of the parties.

21. Relationship of the Parties

- (A) The relationship between CommercializeIQ and Customer is that of independent contractors and neither party is an employee, agent, partner or joint-venture of the other. Customer has no authority, apparent or otherwise, to contract for or on behalf of CommercializeIQ, or in any other way legally bind CommercializeIQ in any fashion. CommercializeIQ has no authority, apparent or otherwise, to contract for or on behalf of Customer, or in any other way legally bind Customer in any fashion.
- (B) Neither CommercializeIQ nor Customer shall hold itself out as the agent of the other party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other party.
- (C) Each party is solely responsible for its employees, contractors, directors, officers and representative agents and neither party's employees, contractors, directors, officers, or representative agents will be entitled to or benefit from the other party's benefit or entitlement plans.

22. Construction & Legal Advice

In the event of any dispute over the terms in the Agreement, the terms in the Agreement will be deemed to have been drafted by all parties herein and will not be strictly construed as against any party. The parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further the parties acknowledge that they have engaged in negotiations to reach agreement on the said terms.

23. Taxes

Customer agrees to pay when due (or reimburse CommercializeIQ for) all taxes including all sales, use, value-added and other taxes (federal, state or otherwise), which CommercializeIQ is at any time obligated to pay or collect in connection with the Services and the license of the Services, all of which will be invoiced in addition to the fees under the Order Form, except any taxes based on CommercializeIQ's net income. Any delay by CommercializeIQ in collecting any such tax will in no way release Customer of Customer's obligation under this Section.



24. Survival

Notwithstanding the expiration or termination of this Agreement or any renewal period hereunder, the parties agree that the terms of Sections 6, 7, 9, 10, 11, 15, 17, 18, 19, and 24 through 29 and any other term of this Agreement that by its very nature must survive the expiration or termination of the Agreement do so survive.

25. Headings; Interpretation

The headings used herein are for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting, "or" shall not be exclusive, singular defined terms do not exclude the plural, and "expiration" and "termination" may be used interchangeably.

26. Counterparts

This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Signatures shall be valid whether by paper original, fax, PDF, or electronic.

27. Prevailing Language of Agreement & Notices

- (A) The Agreement is in English and if the Agreement is translated into and/or signed in any language other than English, the English language text shall prevail in the event of any discrepancy or inconsistency between the translation and the English language text.
- (B) Each notice, instrument, certificate, or other communication to be given by a party to another under the Agreement or in connection with the Agreement shall be in English (being the language herein) and in the event that such notice, instrument, certificate, or other communication or the Agreement is translated into any other language, the English language text shall prevail in any and all events and circumstances.

28. Amendment

Changes to this Agreement can only be made in writing with the signed agreement of an authorized representative of both Customer and CommercializeIQ.

29. Additional Terms and Conditions

The additional terms and conditions set forth in each Order Form shall be incorporated into this Agreement.

This Agreement, including its terms and conditions and its Order Form(s) and exhibits, is a complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties regarding such subject matter hereof.



EXHIBIT B

Standard Support Plan

1) **Online Ticket Support**

CommercializeIQ will provide Customer with Online Ticket Support as the primary support channel for all Services. All tickets submitted will be classified into case types and responded to within regular business hours of Customer location.

2) **Correction of Malfunctions.**

CommercializeIQ will correct Malfunctions as provided herein. “**Malfunction**” shall mean a failure of Service to operate pursuant to the Documentation. This Support Plan is the sole remedy with respect to Malfunctions of the Service. Malfunctions caused by third party failures, Customer failures, or circumstances beyond CommercializeIQ’s reasonable control are not considered Malfunctions.

The definitions of the Malfunction classifications are as follows:

- A) Severity Level 1: A problem which renders Service inoperative, causes a significant and ongoing interruption to the end-user’s business activities or causes an unrecoverable loss or corruption of data.
- B) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Customer’s use of the Services.
- C) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Customer’s use of the Services and for which an acceptable circumvention is available.
- D) Severity Level 4: Any general questions and issues pertaining to the Services and all malfunctions which are not included in the other Malfunction classifications.

3) **Procedure.**

- A) Report of Malfunction. With respect to a report of any Malfunction, Customer will submit such malfunction via the Online Ticket system to describe Malfunction in reasonable detail and the circumstances under which Malfunction occurred or is occurring and will, with the assistance of CommercializeIQ, classify Malfunctions as a Severity Level 1, 2, 3, or 4. CommercializeIQ’s reasonable determination of the Severity Level will control.
- B) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a “**Critical Malfunction**”) cannot be corrected to Customer’s reasonable satisfaction through communication with CommercializeIQ within **eight (8)** business hours after CommercializeIQ receives the description of Malfunction via the Online Ticket system, CommercializeIQ will: (1) escalate to CommercializeIQ customer service management; (2) take and continue to take reasonable actions to most expeditiously resolve the Critical Malfunction; (3) provide a written response to Customer of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and provide updates every **twenty-four (24)** hours until the Critical Malfunction is resolved; and (4) every **twenty-four (24)** hours, provide increasing levels of technical expertise and CommercializeIQ management involvement in finding a solution to the Critical Malfunction until it has been resolved.
- C) CommercializeIQ Level of Effort. CommercializeIQ will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved until resolved. Unless otherwise specified by Customer, CommercializeIQ will work continuously during normal work hours in the CommercializeIQ location to resolve any Severity Level 3 Malfunction. CommercializeIQ and Customer will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
- D) Action Required from CommercializeIQ. For a Critical Malfunction, CommercializeIQ will commence a correction plan, which CommercializeIQ will then provision access to Customer for Customer to test. For a Severity Level 3 or 4 Malfunction, CommercializeIQ will provide a correction as promptly as reasonably achievable, and at Customer’s request will seek to establish a mutually agreed upon schedule for the correction to be provided.



Privacy Policy

CommercializeIQ, Inc. ("CommercializeIQ," "CIQ," "we," "our," or "us") values your trust and is committed to protecting your privacy. This Privacy Policy explains how we collect, use, store, and share your information when you access and use our software platform, website, and related services (collectively, the "Services").

1. Information We Collect

We collect the following types of information:

a. Account & Contact Information

- Name, email address, phone number, company, and role.
- Login credentials for your CIQ account.

b. Property & Business Data

- Lease, financial, investor, property, and related CRE data that you or your organization upload to CIQ.
- System integration data from sources such as Yardi, MRI, spreadsheets, and other third-party CRE tools (as directed by you).

c. Usage Information

- Log data, browser type, device information, and usage activity within CIQ.
- Metadata about dashboards, tasks, and collaboration features.

d. Investor & Third-Party Data

- Limited data about stakeholders, investors, or partners provided by you for reporting and collaboration.

2. How We Use Information

We use the collected information to:

- Provide, maintain, and improve CIQ's Services.
- Automate data flow and deliver AI-driven insights.
- Enable real-time dashboards, reports, and collaboration features.
- Facilitate secure investor and stakeholder communications.
- Develop predictive analytics and benchmarking tools.
- Ensure platform security, compliance, and fraud prevention.
- Communicate with you regarding account updates, support, and product features.
- **Use of Data for AI Model Training:** CommercializeIQ leverages advanced AI to deliver predictive analytics, lease abstraction, and workflow automation. To continuously improve these capabilities:
 - We may use **anonymized and aggregated data** derived from customer uploads and system integrations to train, validate, and refine our AI models.
 - Any data used for training is stripped of property-specific, investor-specific, or personally identifiable information.



- Training data is used only in ways that prevent disclosure of confidential or competitive business information.
- We do **not** use identifiable client data for AI model training without your explicit, written authorization.
- Improvements from model training benefit all users by enhancing accuracy, efficiency, and predictive capabilities across the platform.

3. Data Sharing & Disclosure

We do not sell your personal or business data. We may share information only in these cases:

- **With your direction:** Sharing with investors, partners, or stakeholders through CIQ's collaboration tools.
- **With service providers:** Third-party vendors supporting hosting, security, analytics, or integrations.
- **For compliance & legal obligations:** To comply with applicable laws, regulations, or enforce agreements.
- **Anonymized & Aggregated Data:** CIQ may use anonymized, aggregated data for benchmarking, market insights, and product improvement. No individual or property-level data is identifiable in such use.

4. Data Security

We use industry-standard encryption, access controls, and monitoring to safeguard data. While no system is 100% secure, we continuously update our practices to reduce risk.

5. Data Retention

We retain your data for as long as your account is active or as needed to provide Services. Upon termination or at your request, we will securely delete or anonymize your data, subject to legal or contractual obligations.

6. Your Rights & Choices

Depending on your jurisdiction, you may have the right to:

- Access, update, or delete your personal information.
- Restrict or object to certain processing activities.
- Export your data in a portable format, subject to applicable contractual terms, fees, and limitations.

Requests can be made by contacting support@commercializeiq.com.

7. International Data Transfers

If you access CIQ from outside the United States, note that your data may be transferred, stored, and processed in the U.S. where data protection laws may differ from your jurisdiction.

8. Minor's Privacy

CIQ is not intended for individuals under 18, and we do not knowingly collect personal data from minors..

9. Updates to this Policy

We may update this Privacy Policy from time to time. If material changes occur, we will notify you via the platform or by email.