

HOSTAX TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, INCLUDING, WITHOUT LIMITATION, TERMS AND CONDITIONS RELATED TO WARRANTY DISCLAIMERS, LIMITATION OF LIABILITY, LIMITATIONS ON PERIODS FOR ASSERTING ANY CLAIMS, LIMITATIONS ON JURY TRIALS AND CLASS ACTION SUITS, SUBSCRIPTION TERMS, INDEMNIFICATION, GOVERNING LAW, AND DISPUTE TERMS.

These Terms of Use ("Terms") govern your access to and use of the Hostax software services ("Services") owned and provided by Hostax, LLC ("Hostax," "we," "our," or "us"). These Terms apply only to your use of the Services and do not apply to any other third-party website or service.

YOUR USE OF THESE SERVICES AND/OR YOUR SIGNATURE ON ANY APPLICABLE SOW CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE THESE SERVICES.

1. License Grant. Subject to these Terms, Hostax grants you a limited non-exclusive, non-transferable, revocable license to use the Services solely for the purpose of your internal business purposes, including the evaluation of the Services. Except for the limited right expressly granted to you in these Terms, Hostax and our licensors expressly reserve all other rights and licenses.

2. Changes to the Terms or the Services. Hostax shall be under no obligation to provide you with the Services except as explicitly set forth in the applicable statement of work ("SOW"). To that end, Hostax reserves the right to change, modify, or discontinue the Services or any portion of the Services, including all content, at any time, upon notice to you. Hostax reserves the right, in our sole discretion, to update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions at any time. Such updates, revisions, supplements, modifications and additional rules, policies, terms, and conditions shall be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means. Your continued use of the Services following changes to these Terms will mean you accept those changes.

3. Subscription Term; Termination and Suspension. The term of your subscription, access rights, and any licenses granted under these Terms will be set forth in the applicable SOW. Unless otherwise stated in the applicable SOW, the initial term will begin on the effective date specified in the SOW and will continue for the

period of one (1) year ("Initial Term"). **THEREAFTER, THE SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR A SUCCESSIVE RENEWAL TERM OF EQUAL LENGTH, UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE OF NON-RENEWAL AT LEAST 30 DAYS BEFORE THE END OF THE THEN-CURRENT TERM.** Further, following the Initial Term, you may terminate your subscription upon sixty (60) day notice to Hostax.

Hostax may terminate these Terms or any applicable SOW upon written notice to you if you materially breach these Terms or the applicable SOW and fail to cure such breach within 30 days after receiving written notice of the breach. Hostax may also terminate these Terms or any applicable SOW immediately upon written notice if Hostax determines that your continued access to or use of the Services would violate applicable law or would be harmful to the interests of, or potentially cause financial loss or legal liability to, Hostax, another user, or any third party. Upon expiration or termination of the applicable SOW, all rights and licenses granted to you under that SOW and these Terms will immediately terminate, and you must cease all access to and use of the applicable Services.

Without limiting the foregoing, Hostax may choose to suspend your access to or use of the Services, in whole or in part, upon written notice to you if Hostax determines, in its sole discretion, that:

- a. you have violated these Terms or any applicable SOW;
- b. your use of or access to the Services may violate applicable law;
- c. your use of or access to the Services may harm the services, Hostax, another user, or any third party;
- d. your use of or access to the Services may create a security risk, financial risk, or legal liability for Hostax, another user, or any third party; or
- e. you fail to pay any amounts when due.

4. Fees and Payment

The applicable fees and usage limits may vary based on the subscription tier selected by you. You are responsible for the timely payment of all fees incurred under your subscription. Any fees payable in advance must be paid in accordance with the applicable SOW. ALL PREPAID FEES ARE NON-REFUNDABLE AND NON-CREDITABLE, INCLUDING IN THE EVENT OF CANCELLATION, TERMINATION, DOWNGRADE, OR NON-USE OF THE SERVICES, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THE APPLICABLE SOW OR REQUIRED BY APPLICABLE LAW.

Unless otherwise specified in the applicable SOW, the applicable pricing tiers for your purchased subscription are as follows:

Tier	Low	Mid	High
Per Month	\$99.00	\$249.00	\$499.00
Max Jurisdictions + Properties	≤100.00	≤250.00	≥250.00
% of Total Receipts	0.50%	0.50%	0.50%

5. Proprietary Rights. You acknowledge and agree that the Services, including all software, technology, code, interfaces, workflows, processes, algorithms, designs, documentation, know-how, features, functionality, and other materials made available by or on behalf of Hostax, are owned by Hostax or its licensors and are protected by intellectual property, trade secret, and other proprietary rights laws.

Except for the limited right to access and use the Services expressly granted in Section 1, no rights, title, or interest in or to the Services are granted to you, whether by implication, estoppel, or otherwise. Hostax and its licensors reserve all rights not expressly granted in these Terms.

Any feedback, suggestions, ideas, enhancement requests, comments, or other input you provide regarding the Services (“Feedback”) may be used by Hostax without restriction or obligation to you, and you hereby grant Hostax a perpetual, irrevocable, worldwide, royalty-free right to use, exploit, reproduce, modify, and incorporate such Feedback into Hostax’s products, services, and business.

6. Confidential Information. For purposes of these Terms, “Confidential Information” means all non-public information relating to Hostax or the Services that is disclosed or made available to you, or that you access, observe, generate, or obtain in connection with your use of the Services, whether or not marked confidential. Confidential Information includes, without limitation, the Services and their features, functionality, workflows, user interfaces, designs, processes, software, technology, systems, security measures, documentation, technical information, business information, pricing, product plans, communications, Feedback, and any

reports, analyses, screenshots, recordings, benchmarks, test results, audit results, or other evaluations of the Services, to the extent they contain, reflect, or reveal non-public information about the Services.

Confidential Information does not include information that you can demonstrate: (a) is or becomes publicly available through no breach of these Terms; (b) was already lawfully known to you without any confidentiality obligation before you received or accessed it; (c) is lawfully received from a third party without any confidentiality obligation; or (d) is independently developed by you without use of or reference to Confidential Information.

You may use Confidential Information only as necessary to access and use the Services in accordance with these Terms, for your internal business functions related to tax payments, or to provide Feedback to Hostax. You may not disclose Confidential Information to any third party without Hostax's prior written approval, except to your employees, contractors, advisors, or other representatives who have a legitimate need to know the information for an authorized purpose and who are bound by confidentiality obligations at least as protective as those in these Terms. You will protect Confidential Information using reasonable care and, in any event, at least the same degree of care you use to protect your own confidential information of similar importance. You are responsible for any unauthorized access, use, or disclosure of Confidential Information by anyone who receives it from or through you.

If you are required by law, subpoena, court order, or governmental authority to disclose Confidential Information, you may do so only to the extent legally required, provided that you give Hostax prompt written notice, to the extent legally permitted, and reasonably cooperate with Hostax in seeking confidential treatment or other appropriate protection.

You will promptly notify Hostax of any actual or suspected unauthorized access, use, disclosure, loss, or compromise of Confidential Information and will use reasonable efforts to mitigate any resulting harm, damage, or loss.

7. Use Restrictions. You may use the Services only for your internal business functions related to tax payments and, where applicable, to provide feedback to Hostax. You may not use the Services, any related documentation, or any reports, outputs, or content generated from the Services for any other purpose unless expressly authorized in writing by Hostax. You will not, and will not permit or authorize any third party to:

- a. copy the Services, except to the limited extent strictly necessary to use the Services as expressly permitted under these Terms;
- b. distribute, sell, resell, sublicense, lease, rent, lend, assign, transfer, disclose, publish, or otherwise make available the Services, in whole or in part, to any third party;
- c. use the Services on behalf of, or for the benefit of, any third party, including as part of any service bureau, outsourcing, managed services, or similar offering;
- d. modify, adapt, translate, enhance, or create derivative works of the Services;
- e. reverse engineer, decompile, disassemble, derive or attempt to derive the source code, underlying structure, ideas, algorithms, or methods of operation of the Services, except to the limited extent such restriction is prohibited by applicable law;
- f. remove, obscure, or alter any copyright notice, trademark notice, confidentiality legend, proprietary rights notice, or other notice appearing in or through the Services or on any report, output, or other materials generated by the Services;
- g. conduct, disclose, publish, or distribute any benchmark, performance, security, availability, or functional evaluation or test of the Services without Hostax's prior written approval;
- h. use the Services to develop, train, improve, or support any competing product or service; or
- i. access or use the Services in any manner not expressly permitted under these Terms.

Your rights in the Services are limited to those expressly granted in Section 1, and any use of the Services outside the scope of those rights is strictly prohibited.

8. Customer Account. If you register for an online account through the Services, you are solely responsible for maintaining the confidentiality and security of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify Hostax of any unauthorized use of your password or account or any other breach of security.

9. Customer Obligations and Warranties. You acknowledge that in order for Hostax to provide the Services, you are responsible for timely providing all necessary and accurate information requested by Hostax or through the Services, including but not limited to address data, listing information, municipality details, pricing, income,

applicable exemptions, etc. ("Customer Content"). You will promptly inform Hostax of any updates or changes in any Customer Content that may affect the provision of Services.

You represent and warrant that (i) all provided Customer Content is accurate, complete, and up-to-date information necessary for the provision of Services; (ii) you will comply with all applicable federal, state, and local laws, regulations, and tax codes in your use of the Services and in your provision of Customer Content; (iii) the Services will only be utilized in connection with your own business operations; and (iv) you have all rights and consents necessary to provide Customer Content to Hostax in connection with the Services and for all purposes set forth herein. You bear sole responsibility for the accuracy, completeness, and legality of the Customer Content and for compliance with all applicable laws (including tax laws). If you provide any information that is false, inaccurate, outdated or incomplete, or Hostax has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, Hostax has the right to suspend or terminate your account and prohibit or refuse any and all current or future use of the Services (or any portion thereof) by you.

10. No Tax, Legal, Accounting, or Professional Advice. The Services, including any reports, calculations, classifications, payment information, jurisdictional information, municipality information, notices, recommendations, or other outputs generated or made available through the Services (collectively, "Outputs"), are provided for general informational and administrative purposes only. Hostax is not a law firm, accounting firm, tax advisor, financial advisor, or other professional advisor, and the Services and Outputs do not constitute legal, tax, accounting, financial, compliance, or other professional advice. You should consult your own qualified legal, tax, accounting, financial, and other professional advisors before making decisions or taking or omitting to take any action based on the Services or any Outputs. You acknowledge and agree that these Services are merely a helpful tool and are not a substitute for legal or tax advice. You are responsible for reviewing any reports provided through the Services to confirm accuracy and completeness for your legal obligations and for determining your tax obligations, filing requirements, payment obligations, payment amounts, deadlines, exemptions, tax positions, reporting obligations, and other legal and compliance obligations. Hostax is not responsible or liable for any reliance by you or any third party on the Services or Outputs as legal, tax, accounting, financial, compliance, or other professional advice.

11. Warranty Disclaimer. THE SERVICES, INCLUDING ANY REPORTS OR OTHER OUTPUTS PROVIDED THROUGH THE SERVICES, MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. HOSTAX AND/OR ITS LICENSORS AND VENDORS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF SERVICES, INCLUDING ANY REPORTS OR OTHER OUTPUTS PROVIDED THROUGH THE SERVICES, FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, INCLUDING ANY REPORTS OR OTHER OUTPUTS PROVIDED THROUGH THE SERVICES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. HOSTAX AND/OR ITS LICENSORS AND VENDORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, AND ANY REPORTS OR OTHER OUTPUTS PROVIDED THROUGH THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LEGALITY, SECURITY, AND NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE WAIVER OR DISCLAIMER OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE FOREGOING WAIVERS OR DISCLAIMERS MAY NOT APPLY.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL HOSTAX, ITS AFFILIATES, RELATED ENTITIES, VENDORS, SUPPLIERS OR CONTENT PROVIDERS OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, OR EMPLOYEES (COLLECTIVELY, THE "HOSTAX PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OF USE OR REPLACEMENT OF DATA, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES, INCLUDING ANY REPORTS OR OTHER OUTPUTS PROVIDED THROUGH THE SERVICES, TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL HOSTAX, ITS AFFILIATES, RELATED ENTITIES, VENDORS, SUPPLIERS OR CONTENT PROVIDERS OR ANY OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, OR EMPLOYEES (COLLECTIVELY, THE "HOSTAX PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OF USE OR REPLACEMENT OF DATA, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF SERVICES, INCLUDING ANY REPORTS OR OTHER OUTPUTS PROVIDED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ACIETA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS OF USE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE HOSTAX PARTIES IN TOTAL FOR ALL CLAIMS SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAID BY YOU TO HOSTAX DURING THE TWELVE (12) MONTH PERIOD

PRECEDING THE DATE UPON WHICH YOUR CLAIM AROSE, IF ANY, OR ONE THOUSAND DOLLARS (US \$100).

YOU AGREE TO PROMPTLY NOTIFY HOSTAX IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE HOSTAX PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE YEAR AFTER IT ARISES (OR SUCH SHORTER PERIOD UNDER APPLICABLE STATUTES OF LIMITATION) SHALL BE WAIVED AND RELEASED.

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES OR WARRANTIES. ACCORDINGLY, SOME OF THE EXCLUSIONS AND LIMITATIONS ABOVE MAY NOT APPLY.

13. Indemnification. You will defend, indemnify, and hold harmless Hostax and its affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns, from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your access to or use of the Services; (b) your Customer Content, including any allegation that Customer Content infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, confidentiality, or other rights of any third party, or violates applicable law; (c) your use of any Output; (d) your infringement, misappropriation, or other violation of Hostax's intellectual property or proprietary rights; or (e) your breach or violation of these Terms.

14. Assignment. Customer may not assign, delegate, or otherwise transfer these Terms, any SOW, or any of Customer's rights or obligations hereunder, whether by operation of law, merger, change of control, or otherwise, without Hostax's prior written consent. Any attempted assignment or transfer in violation of this Section will be null and void. Hostax may assign, delegate, subcontract, or otherwise transfer these Terms, any SOW, or any of its rights or obligations hereunder, in whole or in part, without Customer's consent, including to an affiliate, successor, subcontractor, or in connection with any merger, reorganization, financing, sale of equity, sale of assets, or other corporate transaction. These Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

15. Entire Agreement; Order of Precedence. These Terms, together with any applicable SOW and any documents expressly incorporated by reference, constitute the entire agreement between the parties with respect to the Services and supersede all prior or contemporaneous agreements, proposals, purchase orders,

communications, representations, and understandings, whether written or oral, relating to the subject matter hereof. No terms included in any Customer purchase order, vendor portal, onboarding document, or similar Customer document will modify, supplement, or amend these Terms unless expressly agreed to in a writing signed by Hostax.

16. Governing Law. These Terms, any applicable SOW, and any dispute, claim, or controversy arising out of or relating to the Services will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

17. Venue; Jurisdiction. Any legal action or proceeding arising out of or relating to these Terms, any SOW, or the Services will be brought exclusively in the federal or state courts located in Wisconsin, and each party irrevocably consents to the personal jurisdiction and venue of such courts. Notwithstanding the foregoing, Hostax may seek injunctive, equitable, or other similar relief in any court of competent jurisdiction to protect its intellectual property, Confidential Information, systems, Services, or other proprietary rights, or to prevent unauthorized use of the Services.

18. Individual Claims; Class Action Waiver. Each party agrees that any claim, dispute, or proceeding arising out of or relating to these Terms, any SOW, or the Services must be brought only on an individual basis and not as a plaintiff, claimant, or class member in any purported class, collective, consolidated, representative, or private attorney general action or proceeding. No court or other tribunal may consolidate the claims of more than one customer or user or otherwise preside over any form of representative or class proceeding.

19. Jury Trial Waiver. To the maximum extent permitted by applicable law, each party knowingly, voluntarily, and irrevocably waives any right to trial by jury in any action, proceeding, claim, or counterclaim arising out of or relating to these Terms, any SOW, or the Services.

20. Force Majeure. Hostax will not be liable for, and will not be deemed to have breached these Terms or any SOW as a result of, any delay, failure, interruption, degradation, or non-performance caused by circumstances beyond Hostax's reasonable control, including acts of God, natural disasters, fire, flood, severe weather, earthquakes, epidemics, pandemics, public health emergencies, acts of

war, terrorism, civil unrest, labor disputes, supply chain disruptions, governmental actions, changes in law, embargoes, power failures, failures of the Internet or telecommunications networks, failures or delays of hosting providers, cloud infrastructure providers, payment processors, subcontractors, vendors, or other third-party service providers, denial-of-service attacks, cyberattacks, security incidents not caused by Hostax's failure to comply with its obligations under these Terms, or other events beyond Hostax's reasonable control. Hostax will use commercially reasonable efforts to mitigate the effects of any force majeure event. Customer's payment obligations will not be excused by a force majeure event, except to the extent payment is prevented by a failure of banking, payment, or funds-transfer systems beyond Customer's reasonable control.

21. Severability. If any provision of these Terms or any SOW is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be modified and construed to accomplish the objectives of the provision to the greatest extent permitted by law, and the remaining provisions will remain in full force and effect. If modification is not permitted, the invalid, illegal, or unenforceable provision will be severed, and the remainder of these Terms will continue in effect.

22. Waiver. No failure or delay by Hostax in exercising any right, remedy, power, or privilege under these Terms or any SOW will operate as a waiver thereof. No waiver of any breach or default will constitute a waiver of any other breach or default, whether similar or different in nature. Any waiver must be in writing and signed by the party against whom the waiver is asserted.

23. Notices. All notices required or permitted under these Terms must be in writing and will be deemed given: upon receipt if delivered personally; upon confirmation of delivery if sent by nationally recognized overnight courier; upon confirmation of transmission if sent by email, provided no bounce-back or other delivery failure notice is received; or as otherwise expressly permitted in these Terms. Notices to Hostax must be sent to the address or email address specified in the applicable SOW or other notice address designated by Hostax. Hostax may provide notices to Customer by email, through the Services, through Customer's account, or to any address set forth in the applicable SOW. Either party may update its notice information by providing notice in accordance with this Section.

24. No Third-Party Beneficiaries. Except as expressly provided in these Terms, there are no third-party beneficiaries to these Terms or any SOW, and no person or

entity other than the parties and their permitted successors and assigns will have any right to enforce any provision of these Terms.

25. Interpretation. The headings in these Terms are for convenience only and will not affect interpretation. Words such as “including” mean “including without limitation.” These Terms will be interpreted according to their plain meaning and not strictly for or against either party, regardless of which party drafted or supplied any particular provision.

26. Electronic Signatures; Counterparts. Any SOW or other document executed in connection with these Terms may be executed electronically and in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Electronic signatures will have the same legal effect as original signatures.

27. Survival. Any provisions that by their nature should survive termination or expiration of these Terms or any SOW will survive, including provisions relating to payment obligations, confidentiality, intellectual property, disclaimers, limitations of liability, indemnification, dispute resolution, governing law, notices, and miscellaneous terms.