JUNO MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") governs all Services set forth in one or more order forms ("**Orders**") executed by and between Juno Global, Inc. ("**Juno**") and the entity listed in the initial Order referencing this Agreement ("**Customer**").

1.   DEFINITIONS. All capitalized terms used in this Agreement are defined in this Section 1 or in the context in which they are used will have the meanings given to them herein. All other terms used in this Agreement will have their plain English (U.S.) meaning.

        1.1   **"Admin"** means an individual employee, contractor, or agent of Customer who has been granted a right to access the Platform under Customer's Account and use the administrative functions of the Platform and Services as set forth in Section 4.2(a).

        1.2   "**Customer Data**" means the data and content provided by Customer in the course of Customer's access to and use of the Services.

        1.3   "**Documentation**" means the specifications and functional requirements published by Juno for the Services and provided to Customer in either electronic, online help files or hard copy format, but specifically excluding any marketing, promotional, and similar materials.

        1.4   "**Expenses**" mean any costs incurred by a Guest in connection with an Invite sent by Customer, for example meals, incidentals, and ground transportation, plus any associated Bank Fees (defined below).

        1.5   "**Guest**" means any individual that Customer has Invited to make and submit Travel Purchases under the Customer Account and otherwise access and use the Services to coordinate travel as set forth in Section 4.2(b), which includes, but is not limited to, candidates, new hires, visitors, contractors, employees and other guests of Customer.

        1.6   "**Invite**" means an offer made by Customer to Guests, in relation to a particular trip or event, to make their Travel Purchases or submit their Expenses under the Customer Account.

        1.7   "**IPR**" means any and all intellectual property and proprietary rights throughout the world, including all copyrights, trademarks, service marks, trade secrets, patents (and patent applications), moral rights, rights in data and databases, contract rights, and any other legal rights protecting data or information, whether registered or unregistered.

        1.8   "**Platform**" means Juno's proprietary online platform through which Juno provides travel expense and booking management services.

        1.9   **"Services"** means all subscriptions, licenses, services, and other offerings set forth in one or more Orders entered into by Juno and Customer, including the features and functionality of the Platform set forth in an Order.

        1.10   "**Service Fees**" means the fees for the Services set forth in the Order.

        1.11   "**Travel Purchases**" means all purchases made by a Guest in relation to an Invite from Customer, including purchases made through the Services and, if applicable, Expenses to be reimbursed via the Services. Travel Purchases are separate and apart from Service Fees.

        1.12   "**User**" means Admins, Guests, and any other individuals who are authorized by Customer to access and use the Services.

2.   TERM. This Agreement begins on the date the first Order referencing this Agreement is executed by the parties (the "**Effective Date**") and will continue in effect so long as any Order remains in effect, unless terminated as specified herein ("**Term**"). The term of each Order will begin as specified in the Order and will continue for the term stated in the Order ("**Initial Term**") and shall automatically renew for successive periods of equal length thereafter (each a "**Renewal Term**"), unless either party provides written notice of intent not to renew at least 30-days prior to the expiration date of the Initial Term or the then-current Renewal Term, if any. The Initial Term and any Renewal Term are collectively the "**Order Term**". The term of any then-active Order will end upon termination of this Agreement.

3.   ORDERS. All Services performed by Juno under this Agreement will be strictly as set forth in Orders under this Agreement. All Orders will be as agreed to in writing by the parties and no other Order will be valid or binding on either party unless signed by the authorized representatives of both parties. Once signed by the authorized

representatives of both parties, each Order will become a part of this Agreement. In the event of a conflict between the terms of an Order and the other terms of this Agreement, the other terms of this Agreement will control, except where an Order expressly indicates it is intended to control.

4. **JUNO SERVICES.**

4.1   Generally. During the Term, subject to the terms and conditions of this Agreement and Customer's payment of all applicable Service Fees, Juno will provide to Customer the Services identified in one or more Orders referencing this Agreement.

4.2   Platform Access. Subject to the terms of this Agreement, including Customer's payment of all applicable Service Fees, Juno hereby grants Customer and its Users the right to access the Platform and use the Services, during the Term, as set forth in this Section 4.2.

(a)   Admins. Customer Admins' access to the Platform will be through an account on the Platform provided for Customer ("**Customer Account**"). Customer will be permitted to authorize Admins to access the Platform and use the Services under the Customer Account. Admins may use the Platform and Services for the following purposes: designating Guests, sending Invites, setting policies and payment methods, approving out-of-policy Travel Purchases and Expenses, running reports, monitoring and adjusting all Customer-modifiable account information for the Services, granting other Admins access rights to the Platform, and using all other administrative functionality of the Platform and Services available to Customer.

(b)   Guests. Guests may access and use the Platform through their own accounts on the Platform (each a "**Guest Account**"). Customer will be permitted to Invite Guests to make Travel Purchases under, or submit Expenses to, the Customer Account on the Platform. Guests may use the Platform and Services to make Travel Purchases, submit Expenses, and plan and coordinate their travel and lodging. An Admin of Customer shall Invite a Guest via email. Once a Guest receives an Invite, Guests will be redirected to their Guest Account on the Platform. In connection with creating a Guest Account, Guests may be required to: (a) provide information required by Juno, which may include a verification code, in order to access the Services, (b) update the Guest Account and profile information on the Platform, and (c) agree to abide by Juno's then-current end-user terms of service. After a Guest accepts an Invite from Customer, their Guest Account will be linked to the Customer Account and any Travel Purchases related to the Invite will accrue to and be deemed made under the Customer Account. Customer acknowledges that a Guest Account is created for each distinct email address through which a Guest receives an Invite. All subsequent Invites sent by Customer to that same email address will be associated with the existing Guest Account. A separate Guest Account will only be created if a Guest receives an Invite at a different email address.

(c)   Users. Customer will ensure that all information about each User provided to Juno is and remains accurate and complete. Customer will advise Users of the restrictions set forth in this Agreement and will be solely responsible for all acts and omissions of its Users just as if each were "Customer" under this Agreement, including all Invites sent and Travel Purchases made, whether or not such activity is authorized by Customer. Customer will implement commercially reasonable measures to protect the security and confidentiality of all User credentials associated with the Customer Account and to prevent unauthorized access to or use of the Platform or Services through any User credentials. Customer will notify Juno promptly of any such unauthorized access or use of the Platform or Services, or if any User credentials are lost, stolen, or otherwise compromised.

4.3   Service Levels. Juno will maintain and support the Platform in accordance with the service level agreement available at https://juno.travel/legal/sla.pdf ("**SLA**"). If Customer wishes to obtain additional support or consulting services concerning the Services, such services may be provided in Juno's sole discretion on a time and materials basis at Juno's then-current rates, or as otherwise agreed by the parties.

5. **THIRD PARTY SOFTWARE.**

5.1   Third Party Agreements. At Customer's request, Juno may facilitate or allow a connection or integration (whether via application programming interface or otherwise) between the Platform and certain Customer or third-party owned or operated websites, mobile applications, datasets, or other software applications (collectively, "**Third Party Software**"). Subject to the terms of this Agreement and to the extent specified in an Order, Juno will use commercially reasonable efforts to facilitate an integration between the Platform and Third Party Software set forth in the Order. All access to and use of any Third Party Software is subject to any additional terms, conditions, or agreements that Customer enters into in connection with the Third Party Software (each, a "**Third-Party Agreement**"). Each Third-Party Agreement forms a separate and direct agreement between Customer and the provider of the applicable Third Party Software and exclusively governs Customer's use of the

applicable Third Party Software. The terms of any Third-Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Software provided under that Third-Party Agreement but will not otherwise apply to Customer's access to or use of the Services. Customer represents and warrants that it will comply with the terms of each applicable Third-Party Agreement at all times.

5.2   Assumption of Risks for Third Party Software. All Third Party Software is provided by third parties and Juno does not control any Third Party Software. Juno is not responsible or liable for any access to or use of any Third Party Software, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Software. Any exchange of data or other interaction between Customer and a provider of Third Party Software, including Customer's purchase or acquisition of any Third Party Software, is solely between Customer and such third-party provider. In addition, Customer agrees that Juno is not responsible for any and all information or data that Customer may transmit, process, or transfer to or from such third party through the Platform after such information or data leaves the Platform. Juno cannot guarantee the continued availability of any Third Party Software and may block access provided by the Platform to any Third Party Software without entitling Customer to any refund, credit, or other compensation, if for example the provider of Third Party Software ceases to provision the Third Party Software at a level or in a manner acceptable to Juno. If Juno cannot continue providing an integration with Third Party Software, as set forth in the preceding sentence, Juno will, as its sole obligation and Customer's exclusive remedy, provide Customer a pro-rated refund of any pre-paid fees applicable to the Platform functionality dependent upon such Third Party Software that is not provided.

6.   INFORMATION AND DATA.

6.1   Customer Data. Customer acknowledges and agrees that Juno requires access to certain Customer Data in order to provide the Services. Customer grants to Juno a nonexclusive, royalty-free, fully paid up license to utilize all Customer Data solely as necessary to perform Juno's obligations under this Agreement. As between the parties, Juno owns all Training Datasets it creates. Customer commits to Juno that neither the Customer Data nor Juno's use of the Customer Data as permitted by this Agreement will: (a) violate this Agreement or any applicable Laws; (b) be libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) constitute an infringement or misappropriation of the IPR or other rights of any third party; (d) be illegal in any way or advocate illegal activity; or (e) be false, misleading, or inaccurate. Customer represents and warrants to Juno that Customer has all right, title, and interest in all Customer Data, and has provided all notices and disclosures and obtained all consents, permissions, and authorizations, necessary to grant Juno the foregoing rights and licenses. Juno will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure with respect to any Customer Data not caused by Juno's breach of this Agreement. Juno may take remedial action if any Customer Data violates this Agreement, provided that Juno is under no obligation to review any Customer Data for potential liability.

6.2   Platform Content. All information, data, and content generated on or presented through the Platform, including all text, audio, video, photographs, illustrations, graphics and other content or media, provided through the Platform ("**Platform Content**") is owned by Juno. All Platform Content is provided for informational purposes only and Customer is solely responsible for verifying the accuracy, completeness, and applicability of all Platform Content prior to making use of that Platform Content. Subject to Customer's compliance with this Agreement, Customer may use the Platform Content provided to Customer through the Platform solely for Customer's own personal, non-commercial use in connection with Customer's permitted use of the Platform in accordance with this Agreement. Customer acknowledges that Juno has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Platform Content.

6.3   Personal Data. In the course of using the Services, Customer may provide Juno with Customer Data that is comprised of or includes Personal Data (as defined in the Data Processing Addendum available at https://juno.travel/legal/dpa.pdf (the "**DPA**"). Juno shall safeguard Personal Data in accordance with the DPA and will not access or use Personal Data other than as necessary to perform its obligations or exercise its rights under this Agreement.

6.4   Analyses and Learning. Customer authorizes Juno to anonymize Customer Data and to aggregate Customer Data in de-identified form with similar data from other Juno customers and third parties in a manner that does not identify Customer or include any Personal Data, and to use that to further develop and provide services for Juno customers ("**Usage Data**"). Juno may use such Usage Data for the following purposes: providing services to customers, product improvement (in particular, product features and functionality, workflows and user interfaces), and development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, improving product performance,

verification of security and data integrity, identification of industry trends and developments, creation of indices, and anonymous benchmarking. For clarity, unless otherwise agreed, Juno will only use Personal Data contained in the Customer Data to provide the Services.

7. **Juno Technology.** Customer acknowledges that the Services, including the Platform, Platform Content, and all software, hardware, data, datasets, information, all other technology used by or on behalf of Juno to provide the foregoing, and any updates, upgrades, new versions, modifications, or enhancements to any of the foregoing (collectively the "**Juno Technology**"), constitute the valuable IPR of Juno. As an express condition to the rights granted to Customer under this Agreement, and in addition to the other conditions in this Agreement, Customer will not and will not permit any third party to: (1) use or access any Juno Technology or any portion thereof, except as expressly provided in this Agreement; (2) modify, adapt, alter, revise, translate, or create derivatives (including derivative works) from any Juno Technology; (3) sublicense, distribute, sell, rent, lend, loan, lease, convey, sublicense, assign, pledge, or otherwise transfer or in any way encumber any Juno Technology or any portion thereof; (4) use any Juno Technology for the benefit of any third party or make any Juno Technology available to any third party; (5) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for any Juno Technology; (6) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any portion of the Juno Technology; (7) access or utilize any Juno Technology for any purpose that is illegal in any way or that advocates illegal activity; (8) interfere in any manner with the operation or hosting of any Juno Technology or attempt to gain unauthorized access to any Juno Technology; (9) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on any Juno Technology; (10) access or use the Juno Technology or any component thereof in order to build a competitive product or service; or (11) use the Juno Technology for any unlawful or fraudulent purpose. All use of all Juno Technology will be in accordance with any Documentation for the applicable Juno Technology provided by Juno. Juno reserves the right to immediately suspend Customer's access to the Juno Technology if Juno reasonably believes that Customer's use of the Technology may be in violation of this Agreement or applicable Law or present a risk of harm, loss, or liability to Juno or any other customer or third party.

8. **Ownership and Rights**

8.1 **Juno IP.** Juno and its licensors own and will continue to retain all right, title, and interest, in and relating to the Juno Technology and all IPR therein and relating thereto. Except as set forth in this Agreement, Customer is granted no licenses or rights in or to any Juno Technology, or any IPR therein or related thereto.

8.2 **Customer IP.** As between the parties, Customer and its licensors own and will continue to retain all right, title, and interest, in and relating to the Customer Data and all IPR therein and relating thereto. Except as set forth in this Agreement, Juno is granted no licenses or rights in or to any Customer Data, or any IPR therein or related thereto.

9. **Expenses.**

9.1 **Expense Reimbursement.** If set forth in an Order, the Services may include the ability for Guests to seek reimbursement of Expenses via the Platform. In such instances, Guests may upload a receipt for Expenses and Juno will reimburse the Guests for such Expenses. Customer will be responsible for paying Juno for such Expenses in accordance with the payment terms set forth herein or in the Order. Customer shall also promptly reimburse Juno for any transaction fees, currency conversion fees, surcharges, or other costs assessed by a financial institution on any transaction to a foreign bank account (the "**Bank Fees**").

9.2 **Expense Reimbursement Policies.** If Customer elects to use the Expense reimbursement feature of the Services ("**Reimbursement Feature**"), Customer shall ensure that all Customer expense reimbursement policies (including without limitation any daily limitations, exclusions, and reporting requirements) are uploaded to the Platform in the manner reasonably requested by Juno (the "**Customer Reimbursement Policies**"). Juno may perform a courtesy review of the applicable receipts and any supporting information prior to reimbursement, but Customer acknowledges and agrees that such Reimbursement Feature relies on artificial intelligence to enable the automatic reimbursement of such Expenses in connection with the Customer Reimbursement Policies and Customer is ultimately responsible for ensuring that its Guests comply with the Customer Reimbursement Policies. Further, Customer acknowledges that Juno's Reimbursement Feature relies on artificial intelligence technologies that are inherently probabilistic in nature and understands and agrees that Juno cannot and does not represent that all reimbursement of Expenses will be accurate. Customer assumes all risk and liability related to incorrect reimbursement of Expenses.

10. **Fees and Payment.**

10.1   Service Fees; Payment. Customer will pay Juno the Service Fees in accordance with the terms of the Order. If not otherwise specified in an applicable Order, Customer will pay all Service Fees within thirty (30) das of the date of Juno's invoice. Juno may increase Service Fees during any Renewal Term by up to 10% above the applicable pricing in the prior term, unless otherwise set forth in the applicable Order or unless Juno provides Customer notice of different pricing at least sixty (60) days prior to the applicable Renewal Term. If Customer believes that Juno has billed Customer incorrectly, Customer must contact Juno no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Juno's customer support department. Undisputed amounts not paid when due, including payment of Minimum Services Fees and/or Invite Minimums (each as defined in the Order, if applicable) will be subject to a late charge of 1.5% per month or any applicable legal maximum, whichever is less. If Juno requires use of collection agencies, attorneys, or courts of law for collection of any past-due Service Fees, Customer will be responsible for those expenses. Customer agrees to pay any taxes and other fees and charges imposed by any government entity on Customer's use of the Services or arising from this Agreement, excluding taxes based on Juno's net income. Except as expressly stated in this Agreement, all fees are non-refundable.

10.2   Travel Purchases Payment Method. Customer shall pay Travel Purchases using a Juno Spend Account, a Partner Account, or a Ghost Card. Customer hereby grants Juno the right to charge the applicable payment account provided by Customer to Juno for all Service Fees and Travel Purchases incurred under this Agreement. Customer may change its preferred payment method from time to time upon mutual written agreement of the parties. Depending on which payment method is used, the following terms shall apply:

(A)   Juno Spend Accounts. If Customer pays using a Juno Spend Account, Customer agrees to establish and maintain an account with Juno to be used for the payment of Travel Purchases (a "**Juno Spend Account**"). Customer understands that Juno will restrict any transaction using the Juno Spend Account that would cause the balance to fall below $0.00. Juno will reject any transaction using a Juno Spend Account that has a balance of less than $0.00.

(B)   Partner Account. If Customer pays using an account with one of Juno's integrated service providers or banking partners (a "**Partner Account**"), Juno will make all such Travel Purchases using the Partner Account. Customer will provide Juno with accurate and complete account information and appropriate authorization to make purchases from the Partner Account, and Customer acknowledges that Travel Purchases cannot be completed through the Services until this information has been provided.

(c)   Ghost Card. If Customer pays using a credit card, Juno will use a tokenized version of such credit card ("**Ghost Card**") for certain Travel Purchases. If Customer elects to pay for Travel Purchases using a Ghost Card, Customer must provide Juno with accurate and complete billing information including legal name, address, telephone number, and account billing information prior to making any Travel Purchases through the Services.

11.   TERMINATION AND EFFECT.

11.1   Termination. This Agreement and any Order may be terminated by either party if the other party materially breaches any provision of this Agreement or such Order and fails to cure such breach within thirty (30) days after receiving notice thereof from the non-breaching party. In addition, Juno may also terminate the Agreement immediately upon written notice in the event (a) Customer fails to pay any amounts payable hereunder within ten (10) days after receiving written notice from Juno that payment is past due, or (b) Customer breaches any provision in Section 7.

11.2   Effect of Termination. Termination of this Agreement will automatically terminate any Order under this Agreement but will not relieve either party of any rights or obligations accruing prior to such termination. Upon any termination of this Agreement or any Order: (a) all Service Fees owed under this Agreement prior to such termination will be immediately due and payable (including, at minimum, the Service Fees due under this Agreement pro-rated based on Services provided by Juno prior to termination and any Service Fees attributable to non-cancelable commitments entered into by Juno prior to such termination); (b) Juno may cease providing all access to the Services under this Agreement or such Order; (c) all rights and licenses granted to Customer with respect to any Services will terminate and Customer will cease all access and use of the Services; and (d) except as may be expressly permitted under this Agreement, including Section 11.3, each party will return to the other party or, at the option of the other party, permanently destroy any Confidential Information of the other party in such party's possession or control, including any Juno Data and Customer Data. At the request of the other party, each party will certify in writing to its compliance with this Section 11.2.

11.3   Removal of Customer Data. The Platform includes functionality allowing Customer to delete its Customer Data from the Platform. Customer may access and use such functionality during the Term of this Agreement and for thirty (30) days following termination of this Agreement. Juno will delete Customer Data (a) upon request by Customer, or (b) in any event in accordance with Juno's standard procedures.

11.4   Survival. The following Sections will survive termination of this Agreement for any reason: 1, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 20, 21, 22, 23.

12.   SUSPENSION OR DISCONTINUATION. Juno reserves the right to immediately suspend Customer's access to the Services where: (1) Customer is past due on any payment obligation hereunder and fails to pay all amounts owed within ten (10) days after receiving notice thereof from Juno; or (2) Juno reasonably believes that Customer's use of the Services may be in violation of this Agreement or applicable Law or present a risk of harm, loss, or liability to Juno or any other customer or third party. In such cases, without limiting its obligations under subsection (1) of the preceding sentence, Juno will use commercially reasonable efforts to (a) limit the extent and duration of any suspension, (b) notify Customer of any suspension (in advance if possible), and (c) reinstate any suspended Services as soon as possible.

13.   REPRESENTATIONS, WARRANTIES, AND COVENANTS.

13.1   General. Each party represents, warrants and covenants to the other party that: (a) such party has full power and authority to enter into this Agreement; (b) this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound; and (c) this Agreement is a legal and valid obligation binding upon such party and enforceable in accordance with its terms.

13.2   Compliance. Each party represents, warrants and covenants to the other party that: (a) such party will comply with all laws, rules, and regulations applicable to such party in connection with such party's performance under this Agreement, including all data privacy and security laws ("**Laws**"); and (b) such party's performance under this Agreement will not cause the other party to violate any Laws applicable to such party.

13.3   No Viruses. Each party represents, warrants, and covenants to the other that it has taken commercially reasonable measures to test all data and materials provided to the other party under this Agreement, including all Customer Data and Juno Technology, for the presence of any viruses, trojan horses, or other devices which would disable or impair the other party's networks, systems, data, or software and to the best of its knowledge, no such devices are present in such data and materials.

13.4   Services. Juno shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services, as set forth in the SLA. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Juno or by third-party providers, or because of other causes beyond Juno's reasonable control, but Juno shall use reasonable efforts to provide advanced notice in writing or by e-mail of any scheduled disruption of the Services. HOWEVER, JUNO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND JUNO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Juno makes no representation or warranty that Travel Purchases will be deductible under applicable tax law. Customer should consult with its tax preparer to understand its obligations under applicable law. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING ITS USE OF THE SERVICES AND REIMBURSEMENT OF GUESTS IS IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION MAKING ANY DETERMINATION AS TO WHETHER A GUEST REQUIRES A VISA OR OTHER AUTHORIZATION PRIOR TO INCURRING ANY TRAVEL PURCHASES. CUSTOMER REPRESENTS AND WARRANTS THAT: (A) GUESTS ARE PERMITTED UNDER ALL APPLICABLE LAWS AND REGULATIONS TO INCUR TRAVEL PURCHASES; (B) JUNO MAY REIMBURSE GUESTS UNDER APPLICABLE LAWS WITHOUT ANY ADDITIONAL AUTHORIZATIONS OR REQUIREMENTS; (C) CUSTOMER SHALL COMPLY WITH ALL APPLICABLE TAX LAWS RELATED TO TRAVEL PURCHASES. CUSTOMER IS FULLY RESPONSIBLE FOR THE ULTIMATE COST OF REIMBURSING GUESTS FOR ANY TRAVEL PURCHASES, WHETHER OR NOT INCURRED WITHIN CUSTOMER'S POLICIES. CUSTOMER WILL INDEMNIFY AND HOLD JUNO HARMLESS FROM ANY CLAIMS FOR REIMBURSEMENTS IN RELATION TO CUSTOMER INVITES.

14.   INDEMNIFICATION.

14.1   By Customer. Customer will defend, indemnify and hold harmless Juno, its affiliates and licensors, and each of their respective officers, directors, shareholders, employees, contractors, agents, and representatives from all losses, liabilities, costs, judgments, awards, settlements, penalties, damages, fines, expenses, costs and fees (including reasonable attorneys' fees and costs of collection) ("**Losses**") incurred in connection with any claim, allegation, action, or suit ("**Claims**") brought against any of them by a third party insofar as the Claim arises out of or relates to (a) the Customer Data; or (b) Customer's violation of applicable Law.

14.2   By Juno. Juno will defend, indemnify and hold harmless Customer, its affiliates and licensors, and each of their respective officers, directors, shareholders, employees, contractors, agents, and representatives from all Losses incurred in connection with any Claims brought against any of them by a third party insofar as the Claim arises out of or relates to the Services or Customer's permitted use of the Services infringing, misappropriating, or violating the third party's IPR. Should any Claim relating to the Services infringing, misappropriating or violating a third party's IPR be made, or in Juno's reasonable opinion be likely to be made, in addition to Juno's indemnification obligations under this Section, Juno may, at its option and expense: (a) procure for Customer the right to continue using the applicable Services; (b) replace or modify the applicable Services so as to no longer infringe; or (c) terminate the applicable Order and/or this Agreement. Juno's obligations under this Section will not extend to, and Juno shall have no liability under this Section for, any Claim based on, arising out of, or relating to any: (i) failure by Customer to comply with the terms of this Agreement or any documentation or instructions provided by Juno; (ii) Customer Data or Customer Website; (iii) any specifications or instructions provided by Customer; (iv) any additions, changes, or modifications to the Juno Technology, unless provided by Juno; (v) any products, services, or other offerings not provided by Juno; or (vi) any systems, networks, databases, hardware, and software provided under any license or agreement other than this Agreement. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND JUNO'S ENTIRE LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION CLAIMS RELATING TO THIS AGREEMENT AND THE SERVICES.

14.3   Conditions. As a condition to obtaining indemnification from the other party under this Section, each party will: (a) give the other party prompt notice of any claim for indemnification, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) grant to the other party sole control of the defense or settlement of any resulting legal proceedings, provided that any settlement that involves more than the payment of money and a full release of the indemnified party will require the indemnified party's written consent; and (c) provide the other party with reasonable cooperation and, at the other party's request and expense, assistance in the defense or settlement of any claim for indemnification. Notwithstanding the foregoing, the indemnified party may participate in any defense, settlement, or other legal proceedings relating to any such indemnification at such party's expense through counsel of such party's choice.

15.   LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, BUSINESS INTERRUPTION, TIME OPPORTUNITY, OR GOODWILL. THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES, IN AN AMOUNT NOT TO EXCEED THE SERVICE FEES PAID BY CUSTOMER TO JUNO IN THE 12 MONTHS PRECEDING THE LIABILITY; PROVIDED THAT THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ANY OBLIGATIONS UNDER SECTION 14 (INDEMNIFICATION) SHALL BE LIMITED TO $1,000,000. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF JUNO WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. IN STATES WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16.   CONFIDENTIALITY. Each party ("**Recipient**") may receive Confidential Information from the other party ("**Discloser**") during the Term of this Agreement. Each Recipient agrees to protect from disclosure such Confidential Information with the same degree of care that it affords its own confidential information, but in no event with less than reasonable care, and to only use the Discloser's Confidential Information as is necessary to perform its obligations and exercise its rights under this Agreement. For purposes of this Agreement,

"**Confidential Information**" means all information regarding a party's business or affairs, including customer information, marketing information, financial information, data (including software code), business concepts, business strategy, processes, methods, systems, know-how, devices, formulas, product specifications, marketing methods, prices, and customer lists, whether in oral, written, or electronic form, that is either: (1) designated as confidential; (2) of a nature such that a reasonable person would recognize it as confidential; or (3) disclosed under circumstances such that a reasonable person would know it is confidential. The following information will not be considered Confidential Information: (a) information that is publicly available through no fault of the party that was obligated to keep it confidential; (b) information that was known by a party prior to commencement of discussions regarding the subject matter of this Agreement; (c) information that was independently developed by a party; and (d) information rightfully disclosed to a party by a third party without continuing restrictions on its use or disclosure. Each Recipient may disclose the Confidential Information: (i) to the extent necessary to comply with an order or requirement of a judicial or administrative process, provided that Recipient promptly notifies Discloser and allows Discloser sufficient time to oppose such disclosure; and (ii) to its affiliates in connection with its corporate and financial reporting requirements. If Customer provides any feedback, comments, or ideas to Juno regarding the Juno Technology or improvements thereto, Customer agrees that Juno will be free to use, disclose, and exercise any rights in the same in connection with its products and services with no financial, credit, confidentiality, or other obligation to Customer. Except as set forth in Section 11.3, upon Discloser's written request, Recipient will promptly return to Discloser, or destroy (if requested), all the Discloser's Confidential Information in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information. Recipient's obligations under this Section 16 shall continue for three (3) years after the termination of this Agreement, except such obligations will survive with respect to trade secrets for so long as any such Confidential Information remains a trade secret under applicable Laws.

17.   EXPORT. Unless otherwise agreed by the parties in writing, the Services are provided only in the U.S. Any use of the Services outside the U.S. may be subject to U.S. export control Laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such Laws and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required.

18.   PUBLICITY. Juno may use the name, logo, trademarks or trade names of Customer in publicity releases, promotional material, customer lists, advertising, marketing or business generating efforts, whether written or oral, with Customer's prior written consent. Juno may also request Customer to provide a reference regarding Juno's Services with reasonable notice to Customer.

19.   DISPUTE RESOLUTION. The parties agree that any Dispute that may arise between them will be resolved exclusively in accordance with the provisions of this Section 19. The parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "**Dispute**") through discussion between the parties. Except as otherwise provided in Section 21, all Disputes must be asserted individually in binding arbitration administered by JAMS under its Streamlined Arbitration Rules and Procedures then in effect (the "**Rules**"). If any Dispute cannot be resolved through negotiations between the parties within 30 days of notice from one party to the other of the Dispute, either party may submit such Dispute for final settlement through binding arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within thirty (30) days after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted confidentially at a site specified by Juno in Denver, Colorado. The arbitrator will apply the Law set forth in Section 20 to any such arbitration and shall have the power to award any remedy available at Law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The arbitration will be confidential and neither party, nor the arbitrator, will disclose any materials disclosed, produced, or generated in relation to the arbitration or the fact that the parties are engaged in a Dispute. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator may not require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

20.   CHOICE OF LAWS; VENUE. This Agreement will be governed by the Laws of the State of Colorado, without regard to conflicts of Law principles thereof. Subject to Section 19, the federal and state courts located in Denver

County, Colorado will have sole and exclusive jurisdiction over any disputes arising hereunder and the parties hereby irrevocably submit to the personal jurisdiction of such courts.

21. **IRREPARABLE HARM.** Each party acknowledges and agrees that the other party will be irreparably harmed in the event that such party breaches Section 7 or Section 16 and that monetary damages alone cannot fully compensate the non-breaching party for such harm. Accordingly, each party hereby agrees that the non-breaching party shall be entitled to injunctive relief to prevent or stop breaches of such provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, without the requirement of posting any bond.

22. **NOTICES.** All notices, consents, and approvals to be given by a party under this Agreement will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) certified mail, return receipt requested, to the other party. All notices will be effective upon confirmation or acknowledgment of receipt (or when delivery is refused). Notices to Juno shall be addressed to 2835 Curtis Street, Denver, CO 80205, with a copy to legal@juno.travel. Notices to Customer shall be addressed to the Customer's address set forth on the Order. Either party may change its address for notice by giving notice of the new address to the other party.

23. **ADDITIONAL TERMS.** With the exception of any monetary obligations under this Agreement, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of God or any governmental body, war or national emergency, riots or insurrection, epidemic, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control. This Agreement includes the DPA, the SLA, and each Order entered into by the parties, each of which is incorporated in and made a part of this Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all oral or written agreements or understandings, whether written or verbal, between the parties as to the subject matter of the Agreement. Except as noted herein, this Agreement may be amended or changed only by a writing signed by both parties. Customer may not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of Juno. Any purported assignment in breach of the foregoing will be null and void. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement confers upon any other person or entity any legal or equitable right whatsoever to enforce any provision of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. The parties are independent contractors, and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Neither party is an agent of the other and neither party is authorized to make any representation, contract, or commitment on behalf of the other party. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Law and the remaining provisions of this Agreement will continue in full force and effect. No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party. In this Agreement: (a) any headings are for reference purposes only and shall not be used in the construction and interpretation of this Agreement; (b) the singular number shall include the plural, the plural number shall include the singular; (c) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (d) "includes", "including", "for example", "such as" and similar terms are not words of limitation; (e) a monetary amount is in U.S. dollars; and (f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement. This Agreement may be executed simultaneously in one or more counterparts (including by electronic signature), each of which when executed will be deemed to be an original, but all of which will constitute one and the same agreement.

Last updated: March 18, 2025