



Enterprise Terms & Conditions

TERMS OF SERVICE

The following Terms of Service (“Terms”) apply to the Client to the extent a specific Data Product or Service is included in an executed ordering document (“Order Form”). Revnest, Inc., an Idaho based corporation with offices located at 1655 W Fairview Suite 208, Boise, Idaho, 83706, (“Provider”), is the licensor of the proprietary data services referenced in these Terms and any applicable Order Form(s). These Terms may be updated by Revnest at their discretion.

Revnest develops and maintains proprietary software, applications, and data services, including but not limited to data sourced from online marketplaces such as Airbnb, VRBO, and Booking.com, as well as public records and third-party APIs (collectively, the “Data Products”). These Data Products are designed to provide business intelligence, analytics, and benchmarking capabilities to clients operating within the short-term rental and real estate sectors.

Client is granted access to specific Data Products as outlined in the applicable Order Form, solely for its internal business purposes, including but not limited to analysis, algorithm development, performance benchmarking, and operational planning.

Revnest reserves the right to upgrade, update, or discontinue any aspect or feature of a Data Product, in whole or in part. In the event that Revnest discontinues a Data Product in its entirety during the term of an Order Form, Revnest will provide Client with a replacement or alternative Data Product of comparable functionality.

RECITALS

WHEREAS, Provider develops and maintains proprietary software, applications, and data products, including but not limited to data sourced from websites such as Airbnb, VRBO, Booking.com, public records, and other APIs (collectively, the "Data Products"), designed to provide business intelligence, analytics, and benchmarking for firms involved in short-term rentals and related industries;

WHEREAS, Client desires to access and utilize certain Data Products, as specified in an applicable Order Form, for its internal business purposes, including the development of data products, algorithms, or analyses;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

SECTION 1: DEFINITIONS

1.1 **"Authorized Users"** means: (i) employees, officers, and directors of Client; and (ii) accountants, attorneys, marketing professionals, research professionals, or other professional consultants or advisors engaged by Client, who have been granted access to Provider's Data Products or services under this Agreement.

1.2 **"Data Products"** means the data, software, and services provided by Provider, including access to Provider's API, dashboard, or other delivery mechanisms, as detailed in an applicable Order Form.

1.3 **"Processed Products"** means aggregated, high-level insights, assumptions, or analyses derived by Client from the Data Products, which do not disclose raw or granular data or permit reverse-engineering of the Data Products.

1.4 **"Provider Services"** means the software, applications, and services offered by Provider, including its website, API, linked features, content, or mobile applications, as well as any updates or prior versions thereof.

1.5 **"Raw Data"** or **"Processed Data"** refers to the data feed as delivered by Provider, prior to any aggregation or transformation by Client.

SECTION 2: TERM AND RENEWAL

2.1 **Initial Term.** This Agreement commences on the Effective Date and continues for an initial term of one (1) year (the "Initial Term"), unless otherwise specified in an Order Form.

2.2 **Renewal.** Upon expiration of the Initial Term, this Agreement shall automatically renew for consecutive one-year terms (each a "Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. The parties may negotiate multi-year renewals or pricing adjustments by mutual written agreement prior to the end of any term.

2.3 **Billing Commencement.** Subscription fees shall commence upon delivery of full access to the Data Products, as specified in the Order Form. If access is delayed due to Provider's actions, billing shall be deferred until full access is provided.

SECTION 3: PROVIDER OBLIGATIONS AND REPRESENTATIONS

3.1 **License Grant.** Provider grants Client and its Authorized Users a non-exclusive, non-transferable, perpetual (subject to termination rights herein), fully-paid license to use the Data Products specified in the Order Form for Client's internal business purposes, subject to the restrictions herein.

3.2 **Restrictions.** Client may not sell, sublicense, or redistribute Raw Data or Processed Data to third parties in bulk without Provider's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Approved external use may require additional terms and fees.

3.3 **Compliance.** Provider represents that the Data Products are sourced and processed in compliance with applicable laws, regulations, and third-party terms of service. Provider shall indemnify Client against third-party claims arising from Provider's data collection practices, provided Client uses the Data Products as permitted herein.

3.4 **Non-Conflict.** Provider warrants that the execution and performance of this Agreement do not violate any other agreements to which it is a party.

SECTION 4: CLIENT OBLIGATIONS AND REPRESENTATIONS

4.1 **Payment.** Client shall pay Provider the fees outlined in the Order Form, payable monthly via automated ACH or as otherwise specified, due by the 10th of each month. A non-refundable implementation fee, if applicable, shall be due upon execution of this Agreement.

4.2 **Usage Adjustments.** Client may add Data Products to its subscription at any time via an amendment or updated Order Form; removal of Data Products is permitted only at renewal with prior notice.

4.3 **Access Delays.** If access to Data Products is delayed beyond the estimated delivery date due to Provider's actions, Client's first subscription payment shall be deferred until full access is provided. For delays exceeding sixty (60) days, the parties shall negotiate in good faith to adjust timelines or terms.

4.4 **Non-Conflict.** Client warrants that the execution and performance of this Agreement do not violate any other agreements to which it is a party.

4.5 **Indemnity.** Client shall indemnify Provider against claims arising from Client's unauthorized use of Data Products or violations of applicable laws, except where such claims result from Provider's intentional misconduct or breach.

SECTION 5: INTELLECTUAL PROPERTY AND OWNERSHIP

5.1 Client Ownership. Client retains all rights, title, and interest in its software, trademarks, and any derived data, models, or insights generated using the Data Products, provided such derivatives do not enable reverse-engineering of Provider's Raw Data.

5.2 Provider Ownership. Provider retains all rights, title, and interest in its Data Products, services, trademarks, and intellectual property. Client grants Provider the right to display Client's logo on Provider's website as a client.

SECTION 6: ACCESS TO DATA PRODUCTS

6.1 Delivery. Provider shall provide access to Data Products via the means specified in the Order Form or an attached Exhibit. Material changes to delivery formats shall be communicated to Client with at least thirty (30) days' prior written notice.

6.2 Permitted Use. Client may use Data Products internally and share Processed Products externally for general business purposes (e.g., marketing, press releases), provided no Raw Data is disclosed in bulk or reverse-engineered. Other external uses require Provider's prior written approval.

6.3 Usage Monitoring. Subscription fees may be based on usage (e.g., API calls), as detailed in the Order Form. Provider shall provide usage reports, and Client may dispute discrepancies within thirty (30) days of invoicing, with both parties resolving disputes in good faith.

6.4 Responsibility. Client is responsible for its Authorized Users' compliance with this Agreement and liable for any breaches by such users.

SECTION 7: CONFIDENTIALITY

7.1 **Definition.** "Confidential Information" includes software, designs, customer lists, business plans, and any information marked "CONFIDENTIAL" or reasonably understood as confidential. Exclusions include information that is public, pre-existing, lawfully obtained from third parties, independently developed, legally required to be disclosed, or approved for release.

7.2 **Obligations.** Each party shall protect the other's Confidential Information with reasonable care, disclose it only to employees or contractors with a need to know under confidentiality obligations, and use it solely to perform this Agreement. These obligations survive termination.

SECTION 8: INDEMNIFICATION

8.1 **Mutual Indemnity.** Each party shall indemnify the other against losses from: (i) breaches of applicable laws; (ii) intellectual property infringement (excluding unauthorized modifications); or (iii) gross negligence or willful misconduct.

8.2 **Provider Indemnity.** Provider shall indemnify Client against claims that the Data Products violate laws or third-party rights, and may, at its expense, procure rights, modify, or replace infringing Data Products.

8.3 **Client Indemnity.** Client shall indemnify Provider against claims from unauthorized use of Data Products or Client-provided data.

8.4 **Procedure.** Indemnification requires prompt notice, control of defense by the indemnifying party, and cooperation by the indemnified party, with no settlement imposing liability without consent.

SECTION 9: TERMINATION

9.1 **Breach.** Either party may terminate for material breach with ten (10) days' written notice and opportunity to cure, except for immediate termination in cases of: (i) Client's unauthorized data disclosure; (ii) Provider's failure to deliver Data Products within thirty (30) days; or (iii) Client's payment default after notice.

9.2 **Effect.** Upon termination, Client shall cease using Data Products, and Provider shall refund any prepaid, unused fees, unless termination is due to Client's breach.

SECTION 10: GENERAL PROVISIONS

10.1 **No Partnership.** The parties are independent contractors, not partners or agents.

10.2 **Severability.** Invalid provisions shall not affect the remainder of this Agreement.

10.3 **Entire Agreement.** This Agreement, including Order Forms and Exhibits, constitutes the full understanding of the parties and may only be amended in writing.

10.4 **Limitation of Liability.** Neither party is liable for indirect or consequential damages, except for intentional data disclosure or indemnification obligations, with liability capped at direct damages.

10.5 **Governing Law.** This Agreement is governed by Idaho law, with disputes resolved in the U.S. District Court of Idaho. The parties waive jury trials.

10.6 **Force Majeure.** Neither party is liable for delays due to uncontrollable events, except payment obligations, with pro-rata refunds for prepaid periods affected.

10.7 **Notices.** Notices shall be in writing, delivered via email or certified mail to addresses in the Order Form.

10.8 **Assignment.** Neither party may assign this Agreement without consent, except in a change of control, with notice to the other party.

10.9 Attorney Fees. The prevailing party in any dispute shall recover reasonable attorney fees and costs.

10.10 Survival. Provisions intended to survive termination (e.g., confidentiality, indemnification) shall do so.

SECTION 11: DISCLAIMER OF WARRANTIES

The Data Products and services are provided "as is" and "as available," and Provider hereby disclaims all warranties, whether express, implied, statutory, or otherwise. Provider specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing, usage, or trade practice.

Provider makes no warranty that the Data Products, services, or any results derived from their use will meet Client's or any third party's requirements, be uninterrupted, timely, secure, or error-free, or that the data will be complete, accurate, or suitable for any particular use case.

(a) Disclaimer regarding data accuracy

Client acknowledges that the Data Products may include information derived from third-party sources, and that Provider does not independently verify or guarantee the accuracy, completeness, or reliability of such data. Client expressly waives any claims for damages or liability arising from inaccuracies, errors, or omissions in the Data Products. Provider shall not be held responsible for decisions made or actions taken by Client based on use of the Data Products.