

ACAI DESK TERMS OF SERVICE

Last updated: 10th of August 2026

These Acai Desk Terms of Service (this "**Agreement**") are entered into between **Acai Travel Inc.**, a Delaware corporation with a registered address at 2248 Broadway #1554, New York, NY 10024 USA ("**Acai**"), and the company or other legal entity identified on the applicable Order (the "**Customer**"). Acai and the Customer are each referred to herein as a "**Party**" and collectively as the "**Parties**".

BY CLICKING A BOX OR BUTTON INDICATING ACCEPTANCE OF THIS AGREEMENT, COMPLETING A CHECKOUT OR PAYMENT PAGE THAT REFERENCES THIS AGREEMENT, OR ACCESSING OR USING ANY ACAI PRODUCT, THE CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT. THE INDIVIDUAL ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. IF THE INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THIS AGREEMENT, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE THE ACAI PRODUCTS.

1. ACCEPTANCE AND ORDERS

1.1 Acceptance; Effective Date. This Agreement is effective as of the date the Customer first accepts it in the manner described above (the "Effective Date").

1.2 Business Use Only. The Acai Products are intended solely for use by businesses in the travel industry. The Customer represents that it is entering into this Agreement for business purposes and not as a consumer, and that its use of the Acai Products will be in connection with the Customer's Business.

1.3 Orders. An "**Order**" means each quote, order page, or checkout page made available by Acai (including through Acai's third-party payment processor) and accepted by the Customer, which identifies the Acai Products subscribed to, the applicable Fees, the billing frequency, the Subscription Period, and any discounts or other commercial details. Each Order is governed by, and incorporated into, this Agreement upon the Customer's acceptance of that Order. The Customer may enter into additional Orders during the Term, including Orders for Add-Ons, and each such Order shall be governed by this Agreement without any further signature or other formality.

1.4 Order of Precedence. In the event of an inconsistency between this Agreement and an Order, this Agreement shall prevail, except that the Order shall control as to the identity of the Acai Products, Fees, billing frequency, discounts and Subscription Period expressly stated in that Order. Any terms or conditions contained in any purchase order or other document submitted by the Customer are void and of no effect, regardless of any failure by Acai to object to such terms.

1.5 Separately Signed Agreements. This Agreement governs only the Acai Products purchased through an Order as described in Section 1.3. If the Customer and Acai have entered into, or later enter into, a separately negotiated agreement signed by both Parties that expressly governs particular Acai Products or a particular order (such as a master services agreement, product license agreement or statement of work), then that signed agreement, and not this Agreement, governs those Acai Products or that order, and in the event of any conflict between such signed agreement and this Agreement with respect thereto, the signed agreement shall prevail. This Agreement continues to govern any Order that such signed agreement does not expressly cover.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions. In this Agreement, the following terms have the following meanings:

"Acai Customer Products" means the Acai Products used by the Customer's employees and contractors pursuant to this Agreement and any other application that Acai may grant access to the Customer from time to time pursuant to this Agreement.

"Acai End-User Products" means the Acai Products used by the End-User and any other application that Acai may grant access to the Customer and the End-User from time to time pursuant to this Agreement.

"Acai Products" means collectively the Acai Customer Products and Acai End-User Products specified in one or more Orders (including, as applicable, Acai Desk and Acai AI), together with any Add-Ons purchased by the Customer, as may be varied or amended by Acai from time to time pursuant to this Agreement.

"Add-On" means any additional product, module, feature, capacity or service offered by Acai for an additional fee and purchased by the Customer pursuant to an Order.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party.

"Aggregated Statistics" means data and information related to Customer and End-User use of the Acai Products that is used by Acai in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Acai Products.

"Business Day" means a day other than a Saturday, Sunday or federal public holiday in the United States.

"Client" means the Customer's individual clients, corporate clients and/or individual travelers.

"Control" (and "Controls" or "Controlled") means direct or indirect ownership of fifty percent (50%) or more of the outstanding voting securities of a corporate person with the right to vote for the election of directors or the equivalent thereof or comparable voting interest in a non-corporate person, and shall also mean the possession, direct or indirect, of the power to direct or cause the direction of management and policies of a person.

"Customer API Keys" means the API keys, credentials, tokens or accounts for Third-Party AI Providers or other third-party services that are procured by the Customer and provided to, or configured within, the Acai Products by or on behalf of the Customer.

"Customer's Business" means the Customer's travel business under which the Customer books travel products for its corporate or individual Clients or individual travelers, or otherwise services travelers.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the Customer, a Client or an End-User through the Acai Products.

"Documentation" means any training materials, texts, writings, drawings, graphs, designs or similar, in any form or media or by any means, provided by Acai to the Customer that describe the installation, operation, use, or technical specifications of the Acai Products pursuant to this Agreement.

"End-User" means the Customer's Clients pursuant to the Customer's Business whom the Customer grants access to use the Acai End-User Products in accordance with the terms of this Agreement.

"Fees" means the fees for the Acai Products and Services set out in each Order, together with any other amounts payable by the Customer under this Agreement.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, brand, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Services" has the meaning given to it in Section 5 of this Agreement.

"Subscription Period" has the meaning given to it in Section 4 of this Agreement.

"Term" has the meaning given to it in Section 4 of this Agreement.

"Third-Party AI Provider" means a third-party provider of artificial intelligence, large language model ("LLM") or similar inference services (for example, OpenAI, Anthropic, Microsoft Azure, Google or AWS) used in connection with the Acai Products.

"Travel Suppliers" means the Global Distribution Systems (GDS), airlines, car rentals, hotels and any other third-party entity selling travel related services integrated with the Acai Products as determined by Acai.

2.2 Interpretation. Clause and paragraph headings shall not affect the interpretation of this Agreement. A person includes a natural person, corporate or unincorporated body. Unless the context otherwise requires, words in the singular include the plural and vice versa. A reference to writing or written includes e-mail and acceptance through electronic means. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

3. LICENSE OF ACAI PRODUCTS

3.1 License to Use and Access the Acai Products. Subject to and conditioned on the Customer's payment of the Fees and compliance with this Agreement, Acai grants the Customer during the Term a worldwide, non-exclusive, non-transferable license to access and use the Acai Products and Documentation solely for the Customer's Business and solely by the Customer's employees and contractors. This license does not permit sublicensing, except as explicitly provided for the Customer to grant access to Acai End-User Products to its Clients during the Term.

3.2 License Use Restrictions. This license does not permit use by or sublicense to any of the Customer's Affiliates. In addition to the Customer's obligations set out in Section 6, use of the Acai Customer Products is

strictly limited to the Customer's employees and contractors, End-Users and Clients and is not to be extended to any third parties without express written consent from Acai.

3.3 Provisioning; Access. Acai will provision the Customer's access to the Acai Products promptly following acceptance of the applicable Order and receipt of the initial payment. Fees accrue from the start of each Subscription Period, irrespective of the extent of the Customer's actual use of the Acai Products.

3.4 Brand Image. All Acai Products must feature the Acai logo and the phrase "powered by Acai Travel Inc." or equivalent branding elements. Should the Customer desire to include its own branding on the Acai Product interfaces or communication materials such as email notifications, Acai is open to considering such additions. However, Acai retains the right to alter the Customer's use of the Acai branding to ensure consistency and harmony with the Acai brand aesthetic.

3.5 Add-Ons and New Paid Features. Acai may from time to time offer Add-Ons or introduce new features to the Acai Products for which additional charges or fees apply. Such Add-Ons and new paid features will only be added to the Customer's subscription with the Customer's consent, which may be given by accepting an Order (including through Acai's checkout page) that identifies the applicable Add-On or feature and its fees. Access will be granted once the Customer has accepted the applicable Order.

3.6 Acai Product Updates. Acai may make routine updates to the Acai Products and changes to the Services at its sole discretion. For significant modifications, Acai will provide thirty (30) days' prior written notice. Acai commits to making updates that do not substantially alter the Acai Products' core functionality. By using any updates, the Customer accepts the associated terms, conditions, and any applicable Fees. The Customer agrees that Acai has no obligation to develop any updates at all.

3.7 Customer-Specific Features. Should the Customer desire to customize the Acai Products with specific features, alterations, or modifications, Acai is open to discussing such requests, and reserves the right to consider entering into a separate written agreement or Order with the Customer to address such customization needs, at Acai's sole discretion.

3.8 Feedback. If the Customer, a Client, End-Users or any of their employees or contractors sends or transmits any communications or materials to Acai by mail, email, telephone, or otherwise, suggesting or recommending changes to the Acai Products, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Acai is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. The Customer hereby assigns to Acai on the Customer's behalf, and on behalf of Clients, End-Users and their employees, contractors and/or agents, all right, title, and interest in, and Acai is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Acai is not required to use any Feedback.

4. TERM, RENEWAL AND CANCELLATION

4.1 Term. This Agreement commences on the Effective Date and continues for as long as any Subscription Period is in effect, unless terminated earlier in accordance with this Agreement (the "Term").

4.2 Subscription Periods. Each Order will specify the Customer's subscription and billing period for the applicable Acai Products (for example, quarterly or annual) (each, a "Subscription Period"). Unless otherwise

stated in the Order, the initial Subscription Period begins on the date the Customer accepts the applicable Order. Any discount applicable to a billing frequency (for example, a discount for annual billing) applies only for so long as the Customer remains on that billing frequency and is otherwise as stated in the Order.

4.3 Automatic Renewal. Each subscription automatically renews at the end of the then-current Subscription Period for successive Subscription Periods of the same length, unless either Party gives notice of non-renewal, or the Customer cancels the subscription through the account or billing management functionality made available by Acai or by written notice to Acai, in each case before the end of the then-current Subscription Period. Non-renewal or cancellation takes effect at the end of the then-current Subscription Period, and the Customer retains access to the Acai Products until that date.

4.4 Fee Adjustments. Acai reserves the right to revise the Fees effective as of the start of any renewal Subscription Period. Any Fee changes will be communicated to the Customer in writing (including by email) at least thirty (30) days prior to the end of the then-current Subscription Period. The updated Fees shall become effective at the start of the next Subscription Period. If the Customer does not agree to the revised Fees, the Customer may cancel in accordance with Section 4.3.

4.5 No Refunds. Except as expressly provided in this Agreement or as required by applicable law, all Fees are non-cancellable and non-refundable once paid, including where the Customer cancels or ceases to use the Acai Products before the end of a Subscription Period for which the Customer has paid.

5. SERVICES

5.1 Support. Acai agrees to provide the Customer with standard support services according to the current Acai support services policy found at <https://www.acaitravel.com/about/support-plans> ("Services"). Acai retains the right to alter these Services and policies at its discretion. The Customer may opt for additional, premium support at prevailing rates.

5.2 Training and Onboarding. Any training hours, onboarding or other professional services will be as specified in the applicable Order. The Customer is accountable for training its team in the proper use of the Acai Products and associated systems, ensuring measures are in place to prevent unauthorized usage.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

- (a) provide all necessary co-operation in relation to this Agreement;
- (b) provide all necessary access to such information as may be reasonably required by Acai;
- (c) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (d) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- (e) ensure that the use of the Acai Customer Products and Acai End-User Products is in accordance with the terms and conditions of this Agreement;
- (f) be solely responsible for providing required privacy notices, obtaining consents and complying with applicable privacy laws. The Customer retains control of Customer Data, and remains responsible for its

compliance obligations under applicable privacy laws and for the processing instructions it gives to Acai; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Acai's cloud host, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.2 The Customer shall not, and shall not permit any Client or End-User to:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Acai Products and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Acai Products; or (iii) access all or any part of the Acai Products and Documentation in order to build a product or service which competes with the Acai Products and/or the Documentation; or (iv) subject to Section 3.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Acai Products, Documentation and/or Services available to any third party; or (v) except for the End-User in accordance with this Agreement, attempt to obtain, or assist third parties in obtaining, access to the Acai Products, Documentation and/or Services;

(b) use the Acai Products and/or Documentation for any purposes beyond the scope of the access and license granted in this Agreement;

(c) at any time, directly or indirectly, use the Acai Products or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or use the Acai Products or Documentation for purposes of competitive analysis of the Acai Products, the development of a competing software product or service, or any other purpose that is to Acai's commercial disadvantage; or

(d) access, store, distribute or transmit any viruses, or any material during the course of its use of the Acai Products and Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability; or (vi) is otherwise illegal or causes damage or injury to any person or property,

and Acai reserves the right, without liability or prejudice to its other rights against the Customer, to disable the Customer's access to any material that breaches the provisions of this Section.

6.3 Data Usage and Restriction. Acknowledging Acai's significant investment in curating datasets and customizing AI and LLM technologies for the travel industry, the Customer agrees to use Acai's provided data (including operational, customer, and transactional data) exclusively for accessing the Services per this Agreement. The Customer is expressly prohibited from using this data for retraining large language models

(LLMs), any AI/machine learning development, or sharing with third parties for such activities. This restriction is to prevent unauthorized replication of Acai's technology and to maintain the proprietary value of its investments. In the event of a breach, Acai reserves the right to seek remedies including but not limited to compensatory damages, injunctive relief, and specific performance, as applicable under law.

6.4 Unauthorized Access. The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Acai Products and/or Services and, in the event of any such unauthorized access or use, promptly notify Acai.

7. CUSTOMER API KEYS AND THIRD-PARTY AI PROVIDERS

7.1 Customer-Procured Inference. The Acai Products rely on Third-Party AI Providers to perform AI inference and related processing. Unless otherwise expressly stated in an Order, the Customer is responsible for procuring and maintaining its own accounts with one or more Third-Party AI Providers supported by the Acai Products, and for configuring the associated Customer API Keys within the Acai Products. The Customer is solely responsible for: (a) all fees, usage and inference costs charged by Third-Party AI Providers in connection with the Customer's use of the Acai Products, which are payable by the Customer directly to the applicable provider and are in addition to the Fees; (b) complying with the terms of service, acceptable use policies and other requirements of each Third-Party AI Provider; and (c) keeping the Customer API Keys valid, funded, secure and current.

7.2 Authorization. The Customer authorizes Acai to use the Customer API Keys on the Customer's behalf solely as necessary to provide the Acai Products and Services to the Customer. Acai will implement reasonable measures designed to protect the confidentiality of the Customer API Keys, and will not use them for any purpose other than providing the Acai Products and Services.

7.3 Provider Failures. The Customer acknowledges that the availability, performance, output, pricing and terms of Third-Party AI Providers are outside Acai's control. Acai shall have no liability for any unavailability, degradation, error, output or cost arising from a Third-Party AI Provider or from the Customer API Keys (including invalid, suspended, rate-limited, underfunded or compromised keys, other than compromise caused by Acai's breach of Section 7.2). If any Customer API Key is invalid, exhausted, suspended or otherwise non-functional, Acai may suspend the affected features of the Acai Products until the issue is remedied, and such suspension shall not relieve the Customer of its obligation to pay the Fees.

7.4 Acai-Managed Accounts. If expressly agreed in an Order, Acai may set up and manage Third-Party AI Provider or other SaaS accounts on the Customer's behalf, in which case Acai will charge the Customer for such third-party services on an actual cost basis.

8. OWNERSHIP

8.1 Acai Intellectual Property Rights. The Customer acknowledges and agrees that the Acai Products and Documentation are provided under license and are not sold to the Customer. The Customer does not acquire any ownership interest in the Acai Products and/or Documentation, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Acai reserves and retains its entire right, title, and interest in and to the Acai Products and all Intellectual Property Rights arising out of or relating to the Acai Products. The Customer will promptly notify Acai if the Customer becomes aware of any infringement of Acai's Intellectual Property Rights in the Acai

Products and fully cooperate with Acai in any legal action taken by Acai to enforce its Intellectual Property Rights. For the avoidance of doubt, Acai's Intellectual Property Rights include Aggregated Statistics, and any information, data, or other content derived from Acai's monitoring of the Customer's access to or use of the Acai Products, but do not include Customer Data.

8.2 Customer Data. Acai acknowledges that, as between the Parties, the Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. The Customer hereby grants to Acai during the Term a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Acai to provide the Services to the Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

9. USE OF INFORMATION

9.1 Use of Information. The Acai Products use AI that improves accuracy, analysis and functionality by anonymously learning from the information generated by the Customer's and End-Users' use of the Acai Products. The Customer consents to the use of the Customer's information and, where applicable, shall procure that the End-User consents to the use of the End-User's information, anonymously for the purposes of training the AI anonymously. Acai shall have ownership of analysis generated by the AI using such information.

9.2 Aggregated Statistics. In addition to Section 9.1 and notwithstanding anything to the contrary in this Agreement, Acai may monitor the Customer's and End-Users' use of the Services and collect and compile Aggregated Statistics. As between the Parties, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Acai. The Customer acknowledges that Acai may compile Aggregated Statistics based on Customer Data input into the Services and/or Acai Products. The Customer agrees that Acai may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

10. TRAVEL SUPPLIERS AND THIRD-PARTY PROVIDERS

10.1 Third-Party Services. The Acai Products will be hosted on a third-party cloud service of Acai's own choice. The Acai Products are integrated with a number of third-party software services, including, but not limited to, Third-Party AI Providers and email and SMS providers. Except for services covered by the Customer API Keys under Section 7 (which the Customer pays for directly), where Acai procures third-party services on the Customer's behalf pursuant to an Order, Acai will charge the Customer for such third-party services on an actual cost basis.

10.2 Connection with Travel Suppliers. The Acai Products are integrated with a number of Travel Suppliers. The Customer shall provide Acai with the necessary credentials for those Travel Suppliers that the Customer wishes to connect with the Acai Products, in order to allow Acai to create, modify or cancel booking records under the Customer's accounts registered with the respective Travel Supplier. However, the Customer acknowledges that the Acai Products may or may not be able to connect with certain Travel Suppliers that the Customer has requested.

10.3 Third-Party Booking Tools. Acai, not being a travel agency, does not provide, set, or control the pricing for any travel services such as flights or hotels found or booked by End-Users through the Acai End-User Products. All such services and related booking tools, including airlines, hotels, tour operators, GDSs, and fare aggregators, are governed by the terms and conditions of the respective third parties.

10.4 No Representations or Warranties. The Customer acknowledges that the Acai Products and Services may enable or assist the Customer or the End-User to access the website content of, correspond with, and purchase products and services from, third parties or Travel Suppliers via third-party or Travel Suppliers' websites, and that the Customer does so solely at its own risk. Acai makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party software, hosts, website or Travel Supplier website, or any transactions completed, and any contract entered into by the Customer or any End-User (as the case may be), with any such third party or Travel Supplier. Acai does not endorse or approve any third party or Travel Supplier website nor the content of any of the third-party or Travel Supplier websites made available via the Acai Products.

11. FEES AND PAYMENT

11.1 Fees. In consideration for the license of the Acai Products and the Services, the Customer shall pay the Fees (excluding tax and disbursements) as provided in each Order. Unless otherwise stated in the applicable Order, Fees are billed in advance for each Subscription Period.

11.2 Recurring Billing Authorization. The Customer authorizes Acai and its third-party payment processor (such as Stripe) to store the Customer's designated payment method and to automatically charge it: (a) upon acceptance of each Order; (b) at the start of each renewal Subscription Period, for the Fees applicable to that Subscription Period; and (c) for any other amounts payable under this Agreement, including applicable taxes. If Acai agrees in an Order to invoice the Customer instead, each invoice shall be payable by the Customer within thirty (30) days from receipt of invoice by wire transfer to the account designated by Acai.

11.3 Failed Payments; Late Fees. If a charge to the Customer's payment method fails, Acai (or its payment processor) may retry the charge, and the Customer shall promptly update its payment method and pay all outstanding amounts. If the Customer does not pay any amount due under this Agreement by the due date, Acai reserves the right to charge interest at the rate of 1.5% per calendar month on all amounts due and owing, calculated from the due date for payment until the actual date of payment, and to suspend access in accordance with Section 12.

11.4 Taxes. The Customer must pay all taxes payable in relation to the Acai Products and Services, in addition to the amount of the Fees. If any taxes are assessed and levied by any relevant taxing authority (the "Taxing Authority") in the country in which the Acai Products and Services are used or received under a self-accounting mechanism, then the Customer shall account for such taxes on the Customer's VAT/tax return in accordance with the applicable tax legislation in the relevant country. Any claim by the Taxing Authority for penalties or interest arising out of the late payment of any self-accounted taxes shall be for the Customer's account. If the Customer is required under any applicable law to withhold or deduct any amount from the Fees due to Acai, then the Customer shall increase the amount the Customer pays to Acai by the amount necessary to leave Acai with an amount equal to the amount Acai would have received if no such withholdings or deductions had been made.

11.5 No Set-Off. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. SUSPENSION

12.1 Acai may suspend the Customer's (and any End-User's) access to all or part of the Acai Products and Services, upon notice where practicable, if: (a) any amount due under this Agreement remains unpaid ten (10) days after notice of non-payment; (b) the Customer breaches Section 6 (Customer's Obligations) or Section 3 (License); (c) Acai reasonably determines that the Customer's use of the Acai Products poses a security risk to, or may adversely impact, the Acai Products, Acai, or any third party; or (d) suspension is required under Section 7.3. Acai will restore access promptly once the grounds for suspension are cured. Suspension shall not relieve the Customer of its obligation to pay the Fees, and Acai shall have no liability for any suspension in accordance with this Section.

13. CONFIDENTIAL INFORMATION

13.1 Confidential Information. As used in this Agreement, "Confidential Information" means any nonpublic and/or proprietary information that: (a) if disclosed in writing, is labeled as "confidential" or "proprietary"; (b) if disclosed orally, is designated confidential at disclosure; or (c) by its nature and/or the circumstances of its disclosure, should be reasonably considered as confidential. Confidential Information shall not include information that: (i) was known to the Recipient prior to the time of disclosure by the Discloser; (ii) was in the public domain prior to the time of acceptance of this Agreement, or which comes into the public domain through no fault or breach of this Agreement by the Recipient; (iii) was disclosed to the Recipient by a third party that, upon the Recipient's reasonable knowledge, was under no obligation of confidentiality to the Discloser; or (iv) has been independently developed by the Recipient without reference to or use of the Confidential Information.

13.2 Use of Confidential Information. Except as otherwise provided in this Agreement, a Party receiving Confidential Information ("Recipient") from the other Party (the "Discloser") shall keep Confidential Information strictly confidential and not disclose such Confidential Information to any third party without the Discloser's prior written consent. The Recipient shall treat such Confidential Information with the same degree of care that it treats its own Confidential Information, but in no event less than a reasonable degree of care. The Recipient may only use the Confidential Information in connection with this Agreement and shall not use the Confidential Information for any other purpose whatsoever. The Recipient may disclose the Confidential Information only to its Affiliates, employees, representatives and consultants ("Representatives") on a strictly need-to-know basis. The Recipient shall ensure that Representatives are bound by obligations no less extensive than those set out in this Agreement. The Recipient shall be liable to the Discloser pursuant to the provisions set forth in this Agreement for any breach by its Representatives.

13.3 Right to Notice. Except as otherwise provided in this Agreement, in the event a Recipient receives a request to release Confidential Information pursuant to a court order, subpoena, or other governmental authority, the Recipient shall provide the Discloser with prompt written notice in order to permit the Discloser to either consent to the disclosure or seek a protective order or other appropriate remedy. The Recipient shall limit the disclosure of Confidential Information to the greatest extent possible under the circumstances.

13.4 Publicity. Except as may be required by law, neither Party shall disclose, publicize or advertise in any manner the discussions giving rise to this Agreement or the existence or terms of this Agreement without the prior written consent of the other Party as to the timing, medium and content of such disclosure. Notwithstanding the foregoing, Acai has the right to use the name or trademarks of the Customer in advertising, publicity, client lists or promotional materials, without the Customer's approval or consent.

13.5 Customer Data. Acai will not retain, use or disclose Customer Data for any purpose other than in accordance with this Agreement or as required by law.

13.6 Privacy Laws; Data Processing. Each Party shall be responsible for ensuring that performance of its obligations and exercise of its rights under this Agreement comply with all applicable privacy laws. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any privacy laws, (i) the Parties shall agree in good faith upon an appropriate amendment to this Agreement to comply with such laws and regulations and (ii) the Parties shall execute and deliver any documents required to comply with such privacy laws. To the extent Acai processes personal data on behalf of the Customer in connection with the Acai Products, the Acai Data Processing Addendum available at Acai's Trust Center at <https://trust.acaitravel.com/> (the "DPA") is hereby incorporated into and forms part of this Agreement, and is deemed executed by the Parties upon the Customer's acceptance of this Agreement, as further described in the DPA. In the event of a conflict between this Agreement and the DPA with respect to the processing of personal data, the DPA shall prevail.

13.7 Survival. The Parties' confidentiality obligations under this Section 13 shall survive for five (5) years following any termination or expiration of this Agreement, provided that confidentiality obligations with respect to Confidential Information constituting trade secrets shall continue for as long as such Confidential Information shall be eligible for trade secret protection.

14. REPRESENTATIONS AND WARRANTIES

14.1 Disclaimer. THE ACAI PRODUCTS, SERVICES, AND DOCUMENTATION ARE PROVIDED TO THE CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ACAI, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE ACAI PRODUCTS, SERVICES AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ACAI PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE ACAI PRODUCTS WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

14.2 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (a) it has all right, power, and authority necessary to enter into this Agreement, perform its obligations hereunder and grant the rights it grants to the other Party hereunder; (b) it has obtained any governmental authority approvals related to its performance of this Agreement; (c) it will perform its obligations under this Agreement with

reasonable skill and care; and (d) it will comply with all applicable laws, regulations, orders and other requirements of any regulatory body.

14.3 Acai's Warranties. Acai represents, warrants and covenants to the Customer that: (a) Acai is either the sole and exclusive owner of the entire right, title and interest in and to the Acai Products and Services or Acai has secured or will secure all necessary and valid licenses, consents, permissions and releases for the Customer's use thereof in accordance with this Agreement; (b) it has the full right and authority to enter into this Agreement and perform the Services; and (c) it will perform the Services in a professional and workmanlike manner and in accordance with the standard of care prevailing among providers of similar services.

15. INDEMNIFICATION

15.1 By the Customer. The Customer shall defend, indemnify and hold harmless Acai against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the infringement, misappropriation, or other violation of the patents, copyrights, trade secrets, trademarks and/or licenses, or other Intellectual Property Rights of any third party, by the Customer in connection with its use of the Acai Products, Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) Acai provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.

15.2 By Acai. Acai shall defend the Customer, its officers, directors and employees against any claim that the Acai Products, Services or Documentation infringe any United States patent effective as of the Effective Date, copyright, trademark, proprietary right, right of privacy, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (a) Acai is given prompt notice of any such claim; (b) the Customer provides reasonable co-operation to Acai in the defence and settlement of such claim, at Acai's expense; and (c) Acai is given sole authority to defend or settle the claim.

15.3 Remedies. In the defence or settlement of any claim, Acai may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on ten (10) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

15.4 Exclusions. In no event shall Acai, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Acai Products, Services and/or Documentation by the Customer without the consent of Acai; (b) the Customer's use of the Acai Products, Services and/or Documentation in a manner contrary to the instructions given to the Customer by Acai; or (c) the Customer's use of the Acai Products, Services and/or Documentation after notice of the alleged or actual infringement from Acai or any appropriate authority.

15.5 Sole Remedy. The foregoing states the Customer's sole and exclusive rights and remedies, and Acai's (including Acai's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

16. LIMITATION OF LIABILITY

16.1 Except as expressly and specifically provided in this Agreement: (a) the Customer assumes sole responsibility for results obtained from the use of the Acai Products, Services and the Documentation by the Customer, and for conclusions drawn from such use. Acai shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Acai by the Customer in connection with the Services, or any actions taken by Acai at the Customer's direction; and (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

16.2 Nothing in this Agreement excludes the liability of the Parties: (a) for death or personal injury caused by negligence; or (b) for fraud or fraudulent misrepresentation.

16.3 SUBJECT TO SECTION 16.1 AND SECTION 16.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR CORRUPTION OF DATA, LOSS OR DAMAGE RESULTING FROM THIRD PARTY CLAIMS, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS); OR (B) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT (IN THE CASE OF ACAI) OR PAID OR PAYABLE BY IT (IN THE CASE OF THE CUSTOMER) HEREUNDER DURING THE PREVIOUS 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NOTHING IN THIS SECTION OR THIS AGREEMENT SHALL BE CONSTRUED TO EXCLUDE OR LIMIT ANY LIABILITY OF EITHER PARTY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (SUCH AS FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION).

16.4 LLM-Based Products. The Customer acknowledges and agrees that the Acai Products are tools designed to assist in various travel-related operations and are not intended to substitute for professional judgement. While Acai strives for accuracy and reliability, the LLM-based products are dependent on data and inputs provided and may not be error-free. Acai shall not be liable for any hallucinations, misrepresentations, or any form of cognitive distortions that users may experience while using these LLM-based products. Any such experiences are solely the responsibility of the Customer or the End-User or the employing organization and are not attributable to any malfunction or intended function of the LLM-based products developed by Acai. By using these LLM-based products, the Customer agrees to indemnify, defend, and hold harmless Acai, its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this disclaimer or any activity related to the use of the Acai Products (including negligent or wrongful conduct).

17. TERMINATION

17.1 Cancellation by the Customer. The Customer may cancel its subscription at any time in accordance with Section 4.3. Cancellation takes effect at the end of the then-current Subscription Period, and no refund shall be due in respect of any period prior to the effective date of cancellation, in accordance with Section 4.5.

17.2 Discontinuation by Acai. Acai may terminate this Agreement or discontinue any Acai Product for convenience upon at least thirty (30) days' written notice to the Customer. If Acai terminates for convenience effective prior to the end of a Subscription Period for which the Customer has paid, Acai shall refund the Customer the pro-rated portion of any prepaid Fees attributable to the unused remainder of that Subscription Period, which shall be the Customer's sole and exclusive remedy for such termination.

17.3 For Breach. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach.

17.4 Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within ninety (90) days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

17.5 Effect of Termination. Upon termination or expiration of this Agreement: (a) all licenses granted to the Customer under this Agreement immediately terminate and the Customer (and its Clients and End-Users) shall cease all use of the Acai Products and Documentation; (b) all amounts owed by the Customer under this Agreement become immediately due and payable; and (c) upon the Customer's written request made within thirty (30) days after the effective date of termination, Acai will make available to the Customer a copy of the Customer Data in a commonly used electronic format, following which period Acai may delete Customer Data in accordance with its data retention practices and applicable law.

18. CHANGES TO THESE TERMS

18.1 Acai may modify this Agreement from time to time. If Acai makes material changes, Acai will notify the Customer at least thirty (30) days before the changes take effect, by email to the address associated with the Customer's account, through the Acai Products, or by other reasonable means. Material changes will take effect on the later of the date stated in the notice and the start of the Customer's next Subscription Period, except that changes applicable to new products, new features or new Orders, or changes required by applicable law, may take effect immediately upon notice. The Customer's acceptance of a new Order, renewal of a Subscription Period, or continued use of the Acai Products after the effective date of the changes constitutes acceptance of the modified Agreement. If the Customer does not agree to the modified Agreement, the Customer's exclusive remedy is to cancel in accordance with Section 4.3 before the changes take effect. Otherwise, this Agreement may be amended only by a written agreement executed by both Parties.

19. GENERAL PROVISIONS

19.1 Electronic Contracting. The Parties agree that this Agreement and each Order may be entered into electronically, and that electronic acceptance (including clicking to accept or completing a checkout page) shall

have the same force and effect as a manual signature. Acai's records of acceptance shall be presumptive evidence of the Customer's acceptance, absent manifest error.

19.2 Assignment. Neither Party may assign this Agreement without the written consent of the other Party; provided, however, that either Party may assign this Agreement, in whole or in part, to an Affiliate or in connection with the sale or transfer of all or substantially all of the stock or assets of a Party. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their permitted successors and assigns.

19.3 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for actions related to this Agreement will be the courts located in Delaware, United States of America, and both Parties consent to the jurisdiction of such courts with respect to any such action.

19.4 Force Majeure. Neither Party shall be liable for any delay or failure to perform hereunder if such delay or failure is due to any cause beyond the reasonable control of such Party, including without limitation, power or telecommunications failures, fire, natural disasters or acts of God (each, a "Force Majeure Event"); provided that the Party so affected uses its best efforts to prepare for, avoid or remove the causes of nonperformance and continues performance hereunder immediately after such causes are removed.

19.5 Export and Sanctions. The Customer represents that neither it nor any of its Clients or End-Users using the Acai Products is located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions administered by the United States, or is a person on any applicable sanctions or restricted-party list. The Customer shall comply with all applicable export control and sanctions laws in connection with its use of the Acai Products.

19.6 Independent Contractors. Acai is an independent contractor of the Customer, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship between the Parties.

19.7 Notices. Acai may give notices to the Customer by email to the email address associated with the Customer's account or Order, through the Acai Products, or by any method described below. The Customer shall keep its account email address current. The Customer shall give notices to Acai in writing by (a) email to [legal@acaitravel.com], with such notice deemed given on the date of a non-automated confirmation of receipt; or (b) certified mail, return receipt requested, or overnight courier of national reputation, to Acai's registered address set forth above, deemed given on the date received as evidenced by proof of receipt.

19.8 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. If any provision is held invalid, illegal or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the Parties hereto.

19.9 Survival. Sections 3.8, 6, 7.3, 8, 9, 10.4, 11, 13, 14, 15, 16, 17.5 and 19 shall survive any termination or expiration of this Agreement.

19.10 Waiver. No delay or omission in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given on one occasion is effective only in that instance and will not be

construed as a bar to or waiver of any right on any other occasion. To be effective, a waiver must be in writing and signed by the waiving Party.

19.11 Entire Agreement. This Agreement, together with each Order and any policies or addenda expressly incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof; provided, however, that nothing in this Section supersedes, amends or terminates any separately signed agreement described in Section 1.5, which continues to govern in accordance with its terms.