Version:10/2026

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (these "***Terms***") govern Customer's access to and use of PROS Subscription Service or Free Trial Service. By executing an Order or SOW that references these Terms, Customer agrees to the terms and conditions hereof. If Customer accesses or uses any Free Trial Service, the applicable provisions of these Terms will also govern that Free Trial Service.

1. SUBSCRIPTION.

1.1 PROS Responsibilities.

(a) Provision of Subscription Service. PROS will make available to Customer, and Customer and its Users are authorized to use, the Subscription Service pursuant to the terms and conditions in the applicable Order and these Terms.

(b) Support. PROS will provide support to Customer in accordance with the applicable SLA for the Subscription Service as identified in the Order.

(c) Compliance with Laws. PROS will provide the Subscription Service in compliance with applicable laws and government regulations. PROS does not determine whether Customer Data includes information subject to any specific law or regulation.

(d) Updates. PROS may update the Documentation and SLA from time to time, provided however that (i) no updates to the Documentation will materially diminish the functionality and/or performance of the Subscription Service; and (ii) no update to the SLA will materially diminish PROS' responsibilities thereunder or result in any diminishment of the Availability metric (as defined in the SLA). PROS provides update notifications through PROS Connect customer portal.

(e) Security Audit. PROS shall provide Audit Report(s) to satisfy any audit or inspection requests by or on behalf of Customer upon request. PROS will promptly remediate any material weaknesses or significant control deficiencies identified in any Audit Report(s). If an audit opinion is qualified, and the qualification has not been remediated, PROS shall (i) provide Customer with PROS remediation plan; and (ii) execute such plan in accordance with its terms.

1.2 Customer Responsibilities.

(a) User Accounts. Customer is responsible for all activity occurring under its User accounts. Customer will (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service and promptly notify PROS if it becomes aware of or suspects any such unauthorized access or use; and (ii) cooperate with any reasonable investigation by PROS of any outage, security problem or suspected breach of these Terms or any Order.

(b) Affiliate Users. Customer may provide access and use of the Subscription Service to its Affiliate's Users or allow them to receive the Professional Services; provided that, all such access, use and receipt by Affiliates' Users is subject to and in compliance with the Order and these Terms and Customer will at all times remain liable for its Affiliates' compliance with the Order and these Terms.

(c) Use Restrictions. Customer will not (i) use or access the Subscription Service in violation of applicable laws and regulations; (ii) sell, resell, license, lease, redistribute, or otherwise commercially exploit or make the Subscription Service available to any third party other than to Users, or as otherwise expressly stated in an Order or these Terms; (iii) use the Subscription Service to send or store infringing or unlawful material; (iv) attempt to gain unauthorized access to, or intentionally disrupt the integrity or performance of, the Subscription Service or the data contained therein; (v) duplicate or reverse engineer the Subscription Service, in whole or in part; or (vii) permit or assist any other party to do any of the foregoing.

(d) Usage Limits. The Subscription Service is subject to usage limits specified in the Order ("***Usage Limits"***). If Customer exceeds the Usage Limits, PROS will notify Customer and Customer will have 30 days from the date of such notice to conform to the Usage Limits. If Customer fails to do so, PROS will issue, and Customer will promptly execute, an Order to reflect the increased usage limits.

2. CUSTOMER DATA.

2.1 Customer Ownership. Customer retains all right, title and interest in and to all Customer Data. Customer is responsible for the acquisition, accuracy and legality of Customer Data. These Terms do not grant PROS any ownership rights to Customer Data.

2.2 Protection of Customer Data. PROS shall maintain a security program that (i) meets or exceeds the controls set forth in the Audit Report(s) and the PROS Security Exhibit, and (ii) is designed to protect the security, confidentiality, and integrity of Customer Data. PROS shall not diminish the overall level of security provided by the controls set forth in the Audit Report(s) and the PROS Security Exhibit. Except with respect to a Free Trial Service, to the extent Customer Data includes Personal Data, PROS will implement the technical and organizational measures referenced in the applicable Data Processing Addendum incorporated by reference in the Order (the "***DPA***"). Customer's execution of the Order will be treated as its execution of the DPA.

2.3 Retrieval on Termination. For a period of 30 days following expiration or termination of the Subscription Term, PROS will, upon request and at no additional cost to Customer, make available for download a file of Customer Data in the current format in which it is stored in the Subscription Service. After such 30-day period, PROS will have no obligation to maintain or provide any Customer Data and will (unless legally prohibited) promptly delete all Customer Data in its systems or otherwise in its possession or under its control.

2.4 Statistical Information. PROS will collect and use quantitative data derived from the performance, use, and operation of the Subscription Service, together with de-identified Customer Data, to provide, maintain, support, develop, and improve the Subscription Service; provided that in no event will PROS (a) disclose Customer Data in a non-aggregated form, or (b) incorporate Customer Data in a form that could identify Customer, Customer Data or any individual.

3. FEES.

3.1 Fees. Customer shall pay fees as set forth in each Order. Unless otherwise specified in the Order, (a) all fees are due and payable within 30 days from the invoice date, (b) payment obligations are non-cancelable, and (c) fees paid are non-refundable except as specifically provided for herein.

3.2 Disputed Payments. Customer may withhold any portion of an invoiced amount that is subject to a bona fide dispute,

provided Customer: (a) gives PROS written notice setting forth the reason for the dispute before the invoice is past due; (b) works in good faith with PROS to resolve the dispute promptly after such notice; and (c) pays the disputed fees, if legitimate, promptly after resolution of the dispute.

3.3 Late Payment. Customer may not withhold (except as set forth in Section 3.2) or offset fees due to PROS. If an undisputed payment is more than 90 days past due, PROS may temporarily suspend Subscription Service access without liability until all such amounts are paid. Before suspending access, PROS will give Customer at least 30 days' prior notice that its account is overdue and at risk of suspension, in accordance with the "Notices" section below for billing-related notices.

3.4 Taxes. Invoiced fees exclude, and may not be reduced to account for, Taxes. Customer is responsible for paying all Taxes imposed on the Subscription Service, Professional Services and any other services provided by PROS. If PROS has a legal obligation to pay or collect Taxes for which Customer is responsible under these Terms, such amount shall be invoiced to and paid by Customer unless Customer provides PROS with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Customer is not liable for any Taxes imposed on PROS' income, property, or employees.

4. REPRESENTATIONS, WARRANTIES.

4.1 Authorization; Execution. Each party represents to the other that it has full authority to enter into these Terms, the applicable Order and any SOW, and to perform all of its obligations thereunder.

4.2 Subscription Service. PROS warrants that during the Subscription Term, (i) the Subscription Service will materially conform to the functional specifications in the Documentation; (ii) PROS will not materially decrease the Subscription Service functionality as described in the Product Specific Terms and Documentation; and (iii) PROS will not materially decrease the overall security of the Subscription Service as described in the Security Exhibit. In case of non-conformity, Customer's remedy will be the deployment of a corrected version of the non-conforming Subscription Service, or provision of a workaround. If PROS fails to provide such remedy after using commercially reasonable efforts, Customer may exercise its rights herein, including, but not limited to termination pursuant to Section 9.2.

4.3 Warranty Disclaimers. THE WARRANTY SET FORTH IN THIS SECTION 4 AND IN SECTION 4 OF THE PROFESSIONAL SERVICES SUPPLEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY PROS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROS DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE ERROR FREE OR UNINTERRUPTED.

5. INDEMNIFICATION.

5.1 PROS Indemnification. PROS will defend, indemnify and hold Customer harmless from Losses resulting from any Claims brought against Customer (and Customer's officers, directors, employees, and Affiliates) alleging that the Subscription Service infringes any intellectual property rights of any third party ("***Infringement Claim***"). In the event of an Infringement Claim, PROS may at its option and at no cost to Customer (a) procure for Customer the right to continue using the Subscription Service; (b) replace or modify the Subscription Service to make it non-infringing and functionally equivalent; or, only if neither of the foregoing remedies can be provided under commercially reasonable terms; (c) terminate the Subscription Service and refund any unused pre-paid Subscription Service fees for the period after the effective date of termination.

PROS will have no liability for any Infringement Claim to the extent arising from (a) combining the Subscription Service with non-PROS products, applications or processes not provided by PROS, if the infringement would have been avoided but for such combination; (b) Customer Data; (c) modifying or altering the Subscription Service (other than by PROS or at PROS' direction); (d) Customer continuing any infringing activity after being notified of the alleged infringement in accordance with the "Notices" section below; or (e) Customer's use of the Subscription Service not in accordance with the Documentation or in breach of these Terms or the applicable Order.

5.2 Customer Indemnification. Customer will defend, indemnify and hold PROS harmless from Losses resulting from any Claims brought against PROS (and PROS officers, directors, employees, and Affiliates) arising from Customer Data ("***Data Claim***").

Customer will have no liability for a Data Claim to the extent arising from (a) PROS (or a party under PROS' control) modifying or altering the Customer Data without Customer's authorization; or (b) PROS breach of these Terms or the applicable Order.

5.3 Conditions Precedent. The indemnifying party's obligations under this Section 5 are expressly conditioned on the indemnified party (a) providing prompt notice of the Claim (provided that the indemnifying party shall only be excused from its obligations under this Section 5 to the extent it was prejudiced by the failure of the indemnified party to give such prompt notice); (b) giving sole control of the defense and settlement of the Claim to the indemnifying party (provided that the indemnifying party may not settle any Claim that requires the indemnified party to admit any liability or incur any financial obligations without its written consent, which consent must not be unreasonably withheld); (c) cooperating with the indemnifying party in such defense and settlement at the indemnifying party's cost; and (d) not having compromised or settled such Claim in any way or having made any admissions with respect to such Claim without the indemnifying party's prior written consent.

5.4 No Additional Liability. THIS SECTION 5 STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST THE OTHER PARTY FOR ANY THIRD-PARTY CLAIMS DESCRIBED IN SECTIONS 5.1 AND 5.2.

6. LIMITATION OF LIABILITY.

6.1 LIMITATION OF LIABILITY. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ITS RESPECTIVE AFFILIATES' ARISING OUT OF OR RELATED TO THESE TERMS OR THE SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES PROVIDED HEREUNDER (WHETHER IN CONTRACT, TORT OR OTHERWISE), WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE ORDER OR SOW IN CONNECTION WITH WHICH LIABILITY ARISES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

IN CASE OF (I) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, OR (II) EITHER PARTY'S BREACH OF ITS DATA PROTECTION OBLIGATIONS; OR (III) PROS' BREACH OF ITS SECURITY OBLIGATIONS THAT RESULTS IN AN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ITS RESPECTIVE AFFILIATES' WILL NOT EXCEED THE HIGHER OF (1) US$1,000,000, AND (2) 300% OF THE FEES PAID OR PAYABLE UNDER THE ORDER OR SOW IN CONNECTION WITH WHICH LIABILITY ARISES DURING THE TWELVE-MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

6.2 EXCLUSIONS. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, ANY ORDER OR SOW OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT, FOR ANY (A) LOSS OF PROFITS OR REVENUES, (B) COST OF COVER, (C)

LOSS OF GOODWILL OR BUSINESS, (D) INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 UNLIMITED LIABILITY. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN LIMITS A PARTY'S LIABILITY FOR:
(A) DEATH OR PERSONAL INJURY CAUSED BY EITHER PARTY'S NEGLIGENCE;
(B) ITS FRAUD OR FRAUDULENT MISREPRESENTATION;
(C) LOSSES UNDER SECTION 5.1 AND SECTION 5.2;
(D) ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE;
(E) CUSTOMER'S OBLIGATION TO PAY FEES LEGALLY OWED UNDER ANY ORDER OR SOW; OR
(F) LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

7. PROPRIETARY RIGHTS.

7.1 PROS Ownership. As between PROS and Customer, PROS retains all right, title, and interest in and to the Subscription Service and Documentation, including all copies and derivative works thereof (by whomever produced), and all related intellectual property rights inherent therein. Except for the rights granted herein, Customer will not acquire any ownership rights by implication, estoppel or otherwise. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary notices of PROS.

7.2 Feedback. Customer or Users may choose to provide Feedback to PROS. In such event, PROS will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate any such Feedback into its products and services. PROS has no obligation to use Feedback and Customer has no obligation to provide Feedback.

8. CONFIDENTIALITY.

8.1 Use of Confidential Information. Receiving Party will use Confidential Information solely in exercise of its rights and performance of its obligations hereunder and will not otherwise disclose Confidential Information without Disclosing Party's prior written permission. Receiving Party must protect Confidential Information with the same degree of care with which it protects its own similar information, but no less than a reasonable degree of care. Receiving Party will limit use of, and access to, Confidential Information to those individuals whose use or access is necessary to exercise its rights or perform its obligations hereunder. Receiving Party may disclose Confidential Information on a need-to-know basis to its and its Affiliates employees, contractors and service providers bound by confidentiality obligations at least as restrictive as those in this section. Receiving Party remains liable for unauthorized use or disclosure of Confidential Information by its and its Affiliates, contractors and service providers.

8.2 Exclusions. Confidential Information excludes information: (i) known to Receiving Party prior to receiving any Confidential Information from Disclosing Party as evidenced by documentation; (ii) that is or becomes publicly known through no wrongful act or omission of Receiving Party; (iii) received by Receiving Party without breach of these Terms from a third party without restriction on use or disclosure; or (iv) independently developed without use of or reference to any portion of the Confidential Information or violation of these Terms. Receiving Party may also disclose Confidential Information if, in the opinion of Receiving Party's counsel, disclosure is legally compelled; provided, however, that Receiving Party will (to the extend legally permitted) provide prompt written notice of the compelled disclosure, and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8.3 Return of Confidential Information. Notwithstanding anything to the contrary in these Terms relating to the return of Confidential Information, Receiving Party is entitled to retain (i) one secure copy for legal archival purposes to evidence its compliance with these Terms, and (ii) copies of electronically exchanged Confidential Information held in backup systems in accordance with its routine information technology backup process; provided that, in each case, such retained Confidential Information remains subject to the confidentiality obligations set forth herein.

9. SUBSCRIPTION TERM AND TERMINATION.

9.1 Subscription Term. PROS makes the Subscription Service available on a subscription basis, and Customer is purchasing a subscription to access and use the Subscription Service upon the terms and conditions set forth in these Terms and the applicable Order, for the Subscription Term and subject to payment of the fees specified in the Order. Save as otherwise specifically provided in an Order, neither party may terminate an Order for convenience prior to the end of the Subscription Term.

9.2 Termination for Cause. Either party may terminate an Order or SOW by written notice if the other party (i) breaches any material term thereunder, and (ii) fails to cure such breach within 30 days after written notice from the non-breaching party (or if such breach cannot be corrected through the exercise of reasonable diligence within such 30-day period, if the breaching party does not commence to correct such failure within such 30-day period and thereafter diligently prosecute same to completion). Such written notice must specify in detail the alleged material breach.

9.3 Immediate Termination. Either party may immediately terminate these Terms, including all related Orders and SOWs, by giving written notice of such termination to the other party on the occurrence of the following events: (i) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any petition for similar relief; (ii) the appointment of a receiver or liquidator for the other party's property; (iii) an assignment by the other party for the benefit of its creditors or the acknowledgment by the other party that it is unable to meet its obligations on the maturity thereof; or (iv) the other party ceases to conduct business in the normal course.

9.4 Effect of Expiration or Termination. Upon termination or expiration of an Order, PROS will terminate access to the applicable Subscription Service, and all rights and licenses granted to Customer by PROS pursuant to these Terms and such Order will terminate immediately.

If an Order is terminated by Customer in accordance with Sections 9.2 or 9.3, PROS will refund to Customer any unused pre-paid Subscription Service fees for the period after the effective date of termination.

9.5 Transition Services. Upon expiration or termination of the Subscription Services, Customer may request that PROS provide transition services to facilitate the orderly transfer of Customer Data to Customer or its designee. Transition services will be provided at PROS then-current Professional Services rates and are subject to prior execution of a mutually agreed SOW covering such services. Subscription Service fees will be payable during the transition period to the extent Customer requests PROS maintain the Customer Data beyond the period specified in Section 2.3.

9.6 Survival. Except to the extent expressly provided to the contrary herein, the obligation of Customer to pay in full any amounts due and Sections 1.2(c), 2.1, 2.3, 2.4, 3.1, 3.4, 4.3, 5 to 8 (inclusive), 9.4, 9.5, 9.6, 11 (11.3 with respect to the disclaimers and use restrictions only) and 12, and for the Professional Services Supplement, Sections 3, 4.1 (with respect to the sole and exclusive remedy) 4.2, 5 and 6, and any other provision which by its nature survives, will survive the termination or expiration of these Terms.

10. INSURANCE.

PROS will maintain the following insurance coverages with insurance carriers with a minimum A.M. best ratings of A-: VII, or S&P A, or better, and with minimum limits of liability as follows: (i) Worker's Compensation & Employer's Liability Insurance (as required by the state or country of employment) with minimum limits of $1,000,000 per occurrence; (ii) Commercial General Liability Insurance (Primary & Umbrella) or equivalent, with minimum limits of US$1,000,000 combined single limit per occurrence; (iii) Business Automobile Liability Insurance (including non-owned and hired vehicles), with a combined single limit (each accident) of $1,000,000; (iv) Professional Liability Insurance (Errors & Omissions Insurance), with minimum limits of $10,000,000 combined single limit per occurrence; (v) Cyber Insurance (Privacy/Network Security), with minimum limits of $10,000,000, which policy includes coverage for privacy breach, theft, loss or unauthorized disclosure of personally identifiable non-public information or violation of applicable privacy law. PROS will provide certificates of insurance reflecting the above coverages upon request.

11. GENERAL.

11.1 Export Control Laws. The Subscription Service, the Professional Services and associated technical data are subject to U.S. export control laws and regulations and may be subject to export or import laws and regulations in other countries. PROS authorizes use of the Subscription Service, Professional Services and associated technical data only with third party software and hardware obtained and used in compliance with export control laws and regulations. Each party represents that it is not named on the U.S. Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons or on any other U.S. Government lists of denied or sanctioned parties. Each party shall comply with applicable export control laws and regulations in providing and using the Subscription Service and Professional Services. Without limiting the foregoing, Customer will not permit Users to access and use the Subscription Service and Professional Services if they are: (i) located in a country that is subject to a U.S. government embargo; (ii) listed on any U.S. government list of prohibited or restricted parties; or (iii) otherwise in violation of any U.S. export law or regulation.

11.2 Applicable Law; Additional Terms. Customer's physical address in the applicable Order will determine (i) the law that will apply in any dispute or lawsuit arising out of or in connection with these Terms, and (ii) the courts that have exclusive jurisdiction over any such dispute or lawsuit, as set out in the table in Appendix 1 without regard to the conflicts of law principles. Where applicable, each party waives any right to jury trial in connection with any dispute arising out of or related to these Terms. Notwithstanding the exclusive jurisdiction set forth in Appendix 1, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) and the Uniform Computer Information Transactions Act (UCITA) are specifically disclaimed in their entirety.

11.3 Free Trial. Any use of a Free Trial Service is subject to these Terms. If Customer uses a Free Trial Service, PROS will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period (unless earlier terminated by PROS), (b) the start date of any paid subscription by Customer for the same Subscription Service, or (c) either party terminating the Free Trial Service in its sole discretion. Additional trial terms and conditions, including any usage limits, may appear on the trial registration web page. Any such additional terms and conditions are incorporated herein by reference and are legally binding (but solely with respect to the Free Trial Service to which they apply).

Free Trial Services are provided for evaluation purposes and not for production use. Customer has sole responsibility, and PROS assumes no liability, for any Customer Data that Customer may choose to upload on the Free Trial Services.

NOTWITHSTANDING SECTIONS 4 AND 5 ABOVE, FREE TRIAL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY AND PROS HAS NO INDEMNIFICATION OBLIGATIONS, NOR ANY LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE, PROS MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE IS US$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 6 ABOVE, CUSTOMER IS FULLY LIABLE FOR ANY DAMAGES ARISING OUT OF ITS USE OF A FREE TRIAL SERVICE.

UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE APPLICABLE SUBSCRIPTION SERVICE BEFORE THE END OF THE FREE TRIAL, ALL CUSTOMER DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER'S FREE TRIAL SERVICE ACCOUNT WILL BE DELETED.

11.4 Injunctive Relief. Any breach of Sections 1.2(c) or 8 will result in irreparable and continuing damage for which there will be no adequate remedy at law. Each party is entitled to seek injunctive relief without the need for posting bond and/or a decree for specific performance, and such other relief as may be proper.

11.5 Force Majeure. Neither party will be liable where performance of its obligations hereunder (other than for payment obligations) is rendered impossible by reasons beyond that party's reasonable control and occurring without that party's fault or negligence, (a "***Force Majeure Event***"); provided that in such circumstances the affected Party uses commercially reasonable efforts to mitigate against the effects of the Force Majeure Event. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. If a delay caused by a Force Majeure Event continues for more than 90 consecutive days, (i) either party may terminate any Order and/or SOW by providing 30 days' written notice to the other party, and (ii) PROS sole liability shall be to refund any unused pre-paid Subscription Service fees for the period after the effective date of termination.

11.6 Notices. Unless expressly stated otherwise, all notices must be in writing and are deemed given upon:(i) personal delivery; (ii) the date shown on the confirmation of delivery; or (iii) in the case of email, the first business day after sending by email. PROS system notifications and other information relating to the operation, hosting or support of the Subscription Service can also be provided within the Subscription Service or made available via the PROS Connect portal. Billing-related notices to Customer will be addressed to the Invoicing Contact identified in the Order or SOW, as applicable. All other notices to Customer will be addressed to the Primary Contact identified in the Order. Notices to PROS will be addressed to either (i) legal@pros.com, with the subject matter "Formal Notice", or (ii) PROS, Inc., 3200 Kirby Drive, Suite 600, Houston, Texas 77098 USA, Attn: Legal Department. Each party may modify its recipient of notices by providing notice pursuant to these Terms.

11.7 Assignment. Neither party may assign these Terms or any Order or SOW, by operation of law or otherwise, in whole or in part, without the other party's prior written consent (which will not be unreasonably withheld, conditioned or delayed).

Notwithstanding the foregoing, either party may assign these Terms in their entirety (including all Orders and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms will be binding on, inure to the benefit of, and enforceable by and against the parties and their respective successors and permitted assigns.

11.8 Relationship of the Parties. These Terms do not create any third-party beneficiaries. The parties are independent contractors, and nothing herein is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship between the parties.

11.9 No Waiver. No waiver, implied or expressed, by either party in exercising any right or remedy of in these Terms will be deemed or construed a waiver of such right or remedy.

11.10 Headings. Headings are provided for convenience only and will not control the interpretation of the Terms.

11.11 Severability. If any provision of these Terms or an Order or SOW is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed null and void, and the remaining provisions will remain in full force and effect.

11.12 Counterparts. Any Order or SOW, and these Terms, if applicable, may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Electronic signatures will be relied upon as original signatures in all respects.

11.13 Complete Agreement. These Terms, together with all Orders and SOWs, constitute the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, representations or proposals, whether written or oral, concerning the subject matter hereof. An amendment to these Terms will only be effective if reduced to writing and executed by authorized officers of the parties.

11.14 Conflict. In the event of a conflict among the following documents, that is not expressly resolved in the documents, the terms will control in the following order: (1) the Order, (2) any Product Specific Terms (but solely with respect to the particular Subscription Services, or components thereof, to which they apply), (3) the SLA, (4) these Terms, and (5) any other terms incorporated by reference into the Order.

12. DEFINED TERMS.

"***Affiliate***" means any entity that controls, is controlled by, or is controlled by an entity that controls either party. All derivatives of the word "***control***" mean the ownership directly or indirectly of more than 50% of the voting rights representing the right to vote in the election of directors or other managing authority in a company or other legal entity.

"***Audit Report(s)***" means PROS' most recently completed SOC1 and SOC2 audit reports, or comparable industry-standard successor reports, prepared by PROS' independent third-party auditor.

"***Claims***" means any third-party claims, demands, suits or proceedings.

"***Confidential Information***" means any data or information in any form that is disclosed to either party ("***Receiving Party***") by or on behalf of the other party ("***Disclosing Party***") and that either (i) relates to Disclosing Party's proprietary software, information technology, business plans, pricing, forecasts, customer information, marketing information, trade secrets financial performance, and/or the results of any benchmark or performance tests of the Subscription Service, (ii) is identified as proprietary or confidential in writing at the time of disclosure (or is so identified at the time of oral disclosure and subsequently confirmed in writing), or (iii) is Customer Data.

"***Customer***" means the legal entity which has entered into these Terms by either executing an Order, an SOW or by using any Free Trial Service.

"***Customer Data***" means all electronic data submitted by or on behalf of Customer for use in the Subscription Service.

"***Documentation***" means the PROS online user guides for the Subscription Service.

"***Feedback***" means any suggestions, ideas for improvements, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the Subscription Service. Feedback will not identify the Customer or its Users.

"***Free Trial Service***" means any PROS product, service or functionality that PROS makes available to Customer free of charge on a trial basis, including as part of an early access or preview program.

"***Gross Negligence***" means a serious disregard for or indifference to the need to use reasonable care in the performance of a party's obligations hereunder (and not merely a failure to exercise reasonable care) to an obvious or known risk.

"***Losses***" means in connection with an indemnified Claim, reasonable defense costs, the amount of a final judgement (including any award of fees and expenses) rendered against the indemnitee, and/or the amount of a settlement entered into by the indemnifying party, or with the indemnifying party's consent, each to the extent payable to a third party.

"***Order***" means a mutually executed order form including any addenda and schedules thereto (as the same may be amended or supplemented by any applicable change order(s) executed by the parties) incorporating these Terms, under which Customer subscribes to the Subscription Service, and containing all of the subscription details, including Subscription Term, Subscription Service(s) purchased, usage limits, and applicable fees.

"***Personal Data***" means any Customer Data relating to an identified or identifiable natural person where such information is protected as personal data, personal information, or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

"***Product Specific Terms***" means any terms and conditions specific to certain Subscription Service, which are, where applicable, incorporated by reference in the applicable Order and supplement, but do not replace, these Terms.

"***Professional Services***" mean the implementation, configuration, strategic consulting, training or other professional services PROS may perform for Customer pursuant to an SOW.

"***PROS"*** means the PROS company which has executed the Order or SOW or, where applicable, offered the Free Trial Service.

"SLA" means the PROS Support & Service Level Agreement specified in the Order for the Subscription Service identified therein, which is hereby incorporated by reference in the applicable Order.

"***SOW***" or "***Work Order***" means a mutually executed statement of work (as the same may be amended or supplemented by any applicable change order(s) executed by the parties pursuant to Section 1.3 of the Professional Services Supplement) that (i) incorporates by reference these Terms, (ii) describes the Professional Services to be provided, and (iii) may include additional details concerning specific requirements, assumptions, specifications, milestones and other terms applicable to such Professional Services.

"***Subscription Service***" means the generally available PROS software-as-a-service offering(s) subscribed to by Customer under an Order, the specific features and functionality of which are described in the Documentation. "Subscription Service" includes any maintenance and support services offered by PROS to its customers generally as part of the relevant subscription and/or as described in the SLA, but excludes implementation, configuration, consulting and other professional services and Free Trial Services.

"***Subscription Term***" means the period during which Customer is authorized to use the Subscription Service as specified in the Order.

"***Taxes***" means any and all taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes.

"***Users***" means Customer's employees, consultants, clients, external users, contractors, agents or other third parties authorized to use the Subscription Service by Customer and have been assigned unique user identifications and passwords.

"Willful Misconduct" means knowingly committing a breach of a party's obligations hereunder with the intent to cause harm or with reckless disregard for the consequences.

Professional Services Supplement

These supplemental terms and conditions form part of the Terms and apply to the provision of Professional Services by PROS.

1. PROFESSIONAL SERVICES.

1.1 PROS Responsibilities.

(a) Provision of Professional Service. PROS will provide the Professional Services and deliver the related Deliverables on the terms and subject to the conditions set forth in the SOW. A ***"Deliverable"*** is any tangible work product resulting from the Professional Services that are delivered or required to be delivered by PROS pursuant to a SOW. PROS has no obligation to provide services that are not specified in a SOW.

(b) Compliance with Customer On-Site Rules. Professional Services will be delivered virtually unless otherwise specified in a SOW. For Professional Services performed on Customer premises, PROS personnel will comply with any reasonable Customer rules and regulations regarding safety and conduct which have been made known in advance to PROS.

(c) PROS Personnel. PROS will use adequate numbers of qualified individuals with suitable training, education, and skill to provide Professional Services. PROS will determine in its sole discretion which of its personnel are assigned to perform the Professional Services and may reassign such personnel during the term of an SOW. PROS may use Affiliates, subcontractors and other third parties in the performance of the Professional Services, provided that no such use of Affiliates, subcontractors or other third parties will relieve PROS of its obligations.

1.2 Customer Responsibilities. Customer will cooperate with PROS in PROS' provision of the Professional Services, including by (a) providing PROS with timely access to Customer systems, personnel, and information, if and as required, and (b) performing all tasks and providing all decisions in a timely fashion, as reasonably required for PROS performance of the Professional Services. PROS will not be liable for any delays to the extent caused by (i) any failure or delay by Customer to fulfill its obligations under any SOW; (ii) inaccurate information provided by Customer; (iii) Customer-requested changes to the scope of the Professional Services under a SOW ("***Scope***"); (iv) changes in Customer personnel; or (v) other factors beyond PROS' reasonable control.

1.3 Change Management. Either party may request a change to an SOW by following the change control process set forth at: pros.com/changecontrol. Any changes to the Scope will be made only by written change order or additional SOW signed by an authorized representative of each party prior to implementation of such changes.

1.4 Project Management. Customer will designate in writing a project manager to act as the primary contact person for all communications with PROS pursuant to an SOW. Customer will promptly inform PROS of any change in the identity of such project manager. Customer's project manager is authorized to make technical and project-level decisions within the scope of the SOW on behalf of Customer.

1.5 Customer Materials. If, in connection with an SOW, Customer makes available to PROS any of Customer's software, data or other materials, PROS and its Affiliates and their respective representatives will have the non-exclusive right and license to reproduce, modify and use the same solely in connection with the provision of the Professional Services.

1.6 Customer Acknowledgement. Customer acknowledges that (i) Professional Services purchased hereunder are ordered separately from any Subscription Service; and (ii) Customer may acquire rights to use the Subscription Service without purchasing Professional Services.

2. MILESTONES AND ACCEPTANCE CRITERIA.

2.1 Milestones. Subject to Section 1.2 of this Supplement (Customer Responsibilities), PROS will use commercially reasonable efforts to meet any milestones and estimated timeframes stated in an SOW. PROS' ability to complete Professional Services and Deliverables within any such milestones and estimated timeframes is dependent on Customer responsiveness.

2.2 Acceptance. Unless otherwise specified in an SOW, all Professional Services and Deliverables are deemed accepted by Customer upon receipt. If the SOW specifies that a Deliverable is subject to acceptance testing, then following PROS' delivery of such Deliverable, Customer will have seven calendar days (or such other time period as may be specified in the SOW) ("***Acceptance Period***") to accept or reject (pursuant to Section 2.3 below) such Deliverable, provided that such Deliverable will be deemed accepted on the earlier of (x) when such Deliverable passes the acceptance criteria specified in the SOW ("***Acceptance Criteria***"), (y) when Customer makes productive use of such Deliverable, or (y) as of the last day of the Acceptance Period if Customer: (a) does not expressly accept the Deliverable within the Acceptance Period; or (b) fails to notify PROS that it is rejecting the Deliverable, or fails to specify the basis for that rejection, within the Acceptance Period.

2.3 Notice of Rejection. If a Deliverable fails to substantially comply with the Acceptance Criteria, Customer may reject the Deliverable by notice to PROS within the Acceptance Period, specifying the basis for the rejection and a precise description of the defect(s) found. Immaterial defects are not grounds to withhold acceptance. Notwithstanding the 'Notices' term in the Terms, this notice will be valid if in writing and delivered by email to the PROS Primary Contact specified in the applicable SOW, with copy to legal@pros.com.

2.4 Correction. PROS will have a reasonable period to rework and resubmit a rejected Deliverable, and the Acceptance Period will reset on notification by PROS that the rectified Deliverable is ready for acceptance testing.

3. FEES AND EXPENSES.

3.1 Professional Services Fees. Customer shall pay all fees and charges as set forth in each SOW.

3.2 Expenses. Customer will reimburse PROS for reasonable pre-approved travel expenses incurred by PROS while performing Professional Services. Expenses will be charged on a pass-through basis (i.e. without markup or margin applied) and incurred consistent with any Customer expense guidelines attached to the SOW.

3.3 Payment Terms. Unless otherwise specified in the SOW, (a) PROS will invoice Customer for fees and expenses monthly in arrears on a time and materials basis; and (b) invoiced amounts are due and payable within 30 days from the invoice date. Subject to Section 3.2 of the Terms, Customer shall pay all invoiced amounts as set forth in each SOW.

3.4 **Purchase Orders**. Customer may purchase Professional Services by issuing a purchase order that (i) references the Terms, and (ii) is accepted by PROS (a "***Purchase Order***"). All accepted Purchase Orders are deemed to be SOWs hereunder; provided that, notwithstanding anything to the contrary in these Terms, any additional or conflicting terms or conditions contained in Purchase Orders will be disregarded, null and void, and the Terms will govern all Purchase Orders.

4. PROFESSIONAL SERVICES WARRANTY.

4.1 **Warranty**. PROS warrants that all Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer shall promptly (and in any event within 90 days of the performance of the relevant Professional Services) notify PROS of any non-conformance of such warranty, specifying in reasonable detail the manner in which PROS has failed to conform to the warranty in this Section 4.1. If PROS confirms the non-conformity, PROS will: (a) correct or reperform any nonconforming elements of the Professional Services at no charge to Customer so that they conform to the warranty; and (b) if PROS is unable to provide such remedy after using commercially reasonable efforts, provide a refund of the fees paid for the nonconforming elements of the Professional Services. The foregoing sets forth the exclusive remedies of Customer, and the sole liability of PROS, in the event of any nonconformance with the warranty set forth in this Section 4.1.

4.2 **Warranty Disclaimers**. THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4 CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY PROS WITH RESPECT TO THE PROFESSIONAL SERVICES AND DELIVERABLES. PROS MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROFESSIONAL SERVICES OR THE DELIVERABLES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5. PROPRIETARY RIGHTS.

5.1 **PROS Ownership**. As between the parties, PROS retains ownership and all intellectual property rights to the Deliverables and other work product developed by PROS in connection with any Professional Services, and Customer acquires no right of ownership or use with respect thereto except as expressly set forth in Section 5.2.

5.2 **License to Deliverables**. Subject to these Terms, PROS grants Customer a worldwide, non-exclusive, non-sublicensable, non-transferable license to make use of the Deliverables for the purposes contemplated by the applicable SOW.

6. CONFLICT.

In the event of a conflict, discrepancy or inconsistency between any documents forming part of an SOW that is not expressly resolved in the SOW, the terms will control in the following order: (1) the SOW, (2) these Terms, and (3) any other terms incorporated by reference into the SOW.

Appendix 1

Jurisdiction Specific Terms

Customer Address	Governing Law	Courts with exclusive jurisdiction	Additional Jurisdiction Specific Terms
North, South and Central America (including Canada and Mexico)	New York	Southern District of New York	N/A
United Kingdom, Australia, New Zealand, India, Sri Lanka, Hong Kong, Singapore, Indonesia, Malaysia, Bahrain, Israel, Jordan, Kuwait, Oman, Quatar, Saudi Arabia, the United Arab Emirates, Egypt, Kenya and South Africa	England and Wales	Arbitration under the LCIA Rules, which Rules are deemed incorporated by reference. The number of arbitrators will be three, and the seat, or legal place, of arbitration will be London with English language.	https://pros.com/uk-additional-jurisdiction-specific-terms
Any country not named above	Ireland	Ireland	N/A