

Azora Software - Master Services Agreement

Last Updated April 2026

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between Azora Software, LLC (“Azora Software”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by Azora Software for Client. Azora Software and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

- I. WHEREAS, Azora Software is engaged in the business of developing and providing access to proprietary short term rental compliance solutions, (the “Services”); and
- II. WHEREAS, Client wishes to engage Azora Software for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and Azora Software agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between Azora Software and Client, or Services are being provided by Azora Software to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for Azora Software termination.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the Azora Software Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed

development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 32 -34, 42, and 43 will survive any expiration or termination of this Agreement.

3. At any time during the Term, Azora Software may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to Azora Software for the Project Development, subscription and licensing ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, Azora Software will mail hard-copy invoices for a \$5.00 convenience fee.
5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes Azora Software to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse Azora Software for such fees, not to exceed \$1,000 per Azora Software employee. Azora Software shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7.

8. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request Azora Software to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, Azora Software reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.
9. Intellectual Property in the software or other original works created by or licensed to Azora Software, including all software source code, documents, and materials used in the Services (“Azora Software Property”) will remain the property of Azora Software. Azora Software Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Azora Software Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any Azora Software Property; (iii) create internet “links” to the Azora Software Property software or “frame” or “mirror” any Azora Software Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any Azora Software Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Azora Software Property, or (c) copy any ideas, features, functions or graphics of any Azora Software Property. The Azora Software name, the Azora Software logo, and the product and module names associated with any Azora Software Property are trademarks of Azora Software, and no right or license is granted to use them outside of the licenses set forth in this Agreement.
10. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, Azora Software hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the Azora Software Property associated with any valid and effective SOW, for the term of the respective SOW.

11. Client acknowledges that Azora Software may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. Azora Software reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that Azora Software creates new products or enhancements to the Services (“New Services”), and Client desires these New Services, then Client will have to pay Azora Software the appropriate fee for the access to and use of the New Services. If Client disputes any change, then Azora Software shall use its reasonable best efforts to resolve the dispute.
12. Azora Software in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to Azora Software in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the “Feedback”). Client hereby grants to Azora Software a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the Azora Software products and services.

Indemnification

15. Unless prohibited by the law of Client’s state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney’s fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. Azora Software will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.
17. Azora Software will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client’s behalf. During Project Development, Client will be responsive and cooperative with Azora Software to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by Azora Software. Client further agrees that Azora Software has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the Azora Software Terms of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify Azora Software promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or Azora Software Property.
20. Azora Software shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

Data Security

23. Azora Software shall, at all times, comply with the terms and conditions of its Privacy Policy. Azora Software will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our Privacy Policy, Azora Software will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, Azora Software reserves the right to delete known malicious accounts without Client authorization.
24. Client acknowledges and agrees that Azora Software utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data

will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. Azora Software may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that Azora Software may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.
26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of Azora Software, Azora Software, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

Azora Software Support

27. Azora Software will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online Azora Software Help Center (Azora Software.help) to review use articles, software best practices, and receive maintenance release notes.
28. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which Azora Software is not responsible.

Marketing

31. Client hereby authorizes Azora Software to use Client's name and logo on Azora Software's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to Azora Software. Client may publicly refer to itself as a customer of the Azora Software Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §31. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. Azora Software' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.
33. In no event will Azora Software be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, Azora Software' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
36. Azora Software warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. Azora Software warrants to the Client that, upon notice given to Azora Software of any defect in design or fault or improper workmanship, Azora Software will remedy any such defect. Azora Software makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than Azora Software, even in a situation where Azora Software approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by Azora Software.
37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, AZORA SOFTWARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY AZORA SOFTWARE TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on Azora Software's income). If the Client is tax-exempt, the Client must provide Azora Software proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between Azora Software and Client.