

Software and Services Agreement

Customer Name: Travel Homes

Address: 2 Allée Nathan Katz, Mulhouse 68100
France

Contact Person : Arnaud Gazeau

VAT (EUR) or TAX ID: FR 82845256536

Date: April 20th, 2022

Service Fees

Services	Services Fee
Software only	Reference "Growth Plan" Below
24/7 Guest Communication Service {optional}	80 USD per listing per month
Guesty Accounting Module {optional}	10 USD per listing per month
Advanced Analytics - Tier 1 {optional}	3 USD per listing per month
Advanced Analytics - Tier 2 {optional}	10 USD per listing per month
Accounting Module [OR] GCS Onboarding Fee	1000 USD

- The Service Fee shall be charged per month, per active listing (upon activation in the Account).
- The Onboarding Fee for GCS or Accounting Services shall be charged (as a one-time fee) to the Customer's account during the first week of the following month upon activating the feature.

Growth Plan - Milestones	Fee	Minimum Monthly Fee
1-49 Active Listings	40 USD per listing per month	1000 USD
50-99 Active Listings	38 USD per listing per month	2000 USD
100+ Active Listings	36 USD per listing per month	3000 USD

- The Customer will update the Company via email regarding a new milestone (when applicable), by the 15th of the relevant month and the updated fee will apply on the 1st of the following month.



Terms and Conditions

- A Minimum Monthly Fee will apply for the duration of this Agreement's Term (the "Minimum Monthly Fee"). Guesty will only charge the Minimum Monthly Fee (or part thereof) if the total Guesty's fees for an applicable month won't add up to the aforesaid amount. The Minimum Monthly Fee will be determined by the "Growth Plan - Milestones" listed above. Once a new pricing tier is reached, the Minimum Monthly Fee for that tier will be implemented for the duration of this Agreement. Unlike the "Software Fee," the Minimum Monthly Fee will not revert (adjust downward) should the Customer's listing volume drop to a lower tier and a higher per listing fee.
- This Agreement shall be valid and in force and effect for 12 months period from May 1st, 2022 until April 30th, 2023 (the "**Initial Term**") and shall automatically renew for successive 12-month terms (each, a "**Renewal Term**"), unless either party provides written notice of non-renewal to the other, no less than thirty (30) days prior to the end of the Initial Term or a Renewal Term. The Initial Term and all Renewal Terms shall be referred to herein as the "**Term**".
- The price and commercial terms offered under this Agreement are valid for 2 weeks from the Agreement's date.
- Guesty's fees are exclusive of all sales, use, value-added, consumption, excise, and other taxes, duties, levies, and charges which may be applicable (including an additional charge of 0.3% per transaction in case the Customer integrates a third-party payment processor within its Guesty's Account).
- Guesty fees are charged by credit card (in US Dollars). All fees are rounded up to a full dollar amount.
- Included Integrations:
 - [Direct Channels](#) - the integration to Guesty's 'Direct Channels' (i.e. Airbnb, Booking.com, Vrbo, TripAdvisor Agoda, MisterB&B, etc.) is **free of charge**.
 - [Channel Manager \(Rentals United](#) - optional) - the following fees shall apply: (i) for 1-19 active listings - 100 USD (per month), (ii) for 20-49 active listings - 200 USD (per month); and (iii) for 50+ active listings - 4 USD (per month per active listing). The monthly charges will start once listings are activated in the Account.

Cancellation Policy

- If the Customer cancels its Account within the Agreement Term, then the [Cancellation Policy](#) stipulated in Guesty's Terms of Service shall apply.
 - The Customer may deactivate an active listing and the charge on that listing will cease on the 1st of the following month. For the avoidance of doubt, the current month's charges will remain the same.
 - If the Customer terminates the Agreement prior to the end of the applicable Renewal Term, then the Customer shall pay to the Company, a fee (the "**Early Termination Fee**"), equal to the amount of the Customer's Minimum Monthly Fee multiplied by the number of the remaining months on the applicable Renewal Term.
 - The terms of this Agreement are strictly confidential. Neither party may disclose this Agreement or any of its terms to any party outside its respective organization, with the exclusion of professional consultants (lawyers, accountants) bound by confidentiality.
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340S Lemon Ave. #9720
Walnut, CA 91789



www.guesty.com

By signing this Agreement, the Customer agrees to the [Terms of Service](#), [Privacy Policy](#), [Data Processing](#), and [Copyright Policy](#), which is posted on the Guesty website at <https://www.guesty.com>. Any use of Guesty API will be subject to Guesty [API T&C](#).

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between you and Guesty. In the event of a conflict between the provisions of this Agreement and those of the Terms of Service, the provisions of this Agreement shall prevail.

Travel Homes

By Arnaud Gazeau
Title Manager
Date 04/27/2022

Arnaud Gazeau

Guesty Inc.

90-1032327

By Amit Zelinger
Title General Counsel
Date 04/26/2022

Amit Zelinger



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