

PRISM HMS TERMS OF SERVICE AND DATA PROCESSING AGREEMENT

Version 1.0 | Effective Date: July 1, 2026

These Terms of Service and Data Processing Agreement ("Agreement") are entered into between Cosby AI Solutions, LLC ("Company," "we," "us," or "our"), the owner and operator of Prism HMS, and the entity accepting these terms ("Client," "you," or "your"). By accessing or using Prism HMS, you agree to be bound by this Agreement in its entirety.

SECTION 1 - DEFINITIONS

1.1 "Prism HMS" means the hotel management and accounting software platform operated by Cosby AI Solutions, LLC, accessible at prismhms.com and through associated APIs and services.

1.2 "Client Data" means all financial records, journal entries, general ledger data, trial balances, income statements, balance sheets, payroll data, vendor data, and any other information submitted to or processed by Prism HMS by or on behalf of Client.

1.3 "Authorized Users" means individuals granted access to Prism HMS by Client, including accounting staff, managers, general managers, and ownership representatives.

1.4 "Property" means each hotel, motel, or lodging facility registered by Client in Prism HMS.

1.5 "Processing" means any operation performed on Client Data, including collection, recording, storage, retrieval, transmission, and deletion.

1.6 "Subscription" means Client's paid or trial access to Prism HMS under the pricing plan selected at the time of registration.

SECTION 2 - ACCEPTANCE OF TERMS

2.1 By clicking "I Agree," typing your name in the electronic signature field, or by accessing or using Prism HMS, you represent and warrant that: (a) You are at least 18 years of age; (b) You have the legal authority to enter into this Agreement on behalf of your organization; (c) Your organization is a legally formed business entity in good standing; (d) All information you provide during registration and onboarding is accurate and complete.

2.2 If you do not agree to this Agreement in its entirety, you may not access or use Prism HMS.

2.3 Your electronic signature, including your typed full name, title, timestamp, and IP address recorded at the time of acceptance, constitutes a legally binding signature under the Electronic Signatures in Global and National Commerce Act (ESIGN) and the Uniform Electronic Transactions Act (UETA) and has the same legal effect as a handwritten signature.

SECTION 3 - SUBSCRIPTION AND PAYMENT

3.1 Subscription Plans. Prism HMS is offered under subscription plans as described on the pricing page at prismhms.com/pricing. Subscription fees are charged per property per month unless otherwise specified in a separate written agreement.

3.2 Billing. Subscriptions are billed in advance on a monthly or annual basis. Annual subscriptions are billed in full at the start of the subscription year.

3.3 Payment. Client agrees to pay all applicable subscription fees using a valid payment method. Cosby AI Solutions, LLC uses Stripe to process payments. By providing a payment method, Client authorizes Stripe to charge the applicable fees on the billing cycle elected.

3.4 Price Changes. Cosby AI Solutions, LLC reserves the right to change subscription pricing at any time. Clients will be notified of price changes at least 30 days in advance via email. Continued use of Prism HMS after the effective date of a

price change constitutes acceptance of the new pricing.

3.5 Late Payments. Accounts with outstanding balances beyond 15 days may be suspended without notice until payment is received. Accounts with outstanding balances beyond 30 days may be terminated. Cosby AI Solutions, LLC reserves the right to charge a late fee of 1.5% per month on balances outstanding beyond 30 days.

3.6 Taxes. Client is responsible for all applicable taxes, duties, and levies arising from its use of Prism HMS, excluding taxes on Cosby AI Solutions, LLC's net income.

3.7 No Refunds. All subscription fees are non-refundable except as expressly stated in this Agreement. If Client terminates its subscription before the end of a billing period, no refund will be issued for the unused portion of that period.

3.8 Beta Pricing. Clients participating in the Prism HMS beta program receive access at a reduced rate as described in a separate Beta Participation Agreement. Beta pricing is not guaranteed to continue beyond the beta period.

SECTION 4 - LICENSE AND PERMITTED USE

4.1 Limited License. Cosby AI Solutions, LLC grants Client a limited, non-exclusive, non-transferable, revocable license to access and use Prism HMS solely for Client's internal hotel accounting and management operations during the term of the Subscription.

4.2 Restrictions. Client shall not: (a) Copy, modify, distribute, sell, or sublicense any part of Prism HMS; (b) Reverse engineer, decompile, or disassemble Prism HMS or attempt to derive its source code; (c) Use Prism HMS to build a competing product or service; (d) Share login credentials with individuals who are not Authorized Users of Client; (e) Use Prism HMS for any unlawful purpose or in violation of any applicable law or regulation; (f) Upload or transmit malicious code, viruses, or any software designed to damage or interfere with Prism HMS or any connected systems; (g) Attempt to gain unauthorized access to any part of Prism HMS, its servers, or its databases; (h) Use automated tools, bots, or scrapers to access or extract data from Prism HMS without express written permission.

4.3 Authorized Users. Client is responsible for all actions taken by Authorized Users under Client's account. Client shall ensure that Authorized Users comply with this Agreement and shall promptly notify Cosby AI Solutions, LLC of any unauthorized access or use.

SECTION 5 - CLIENT DATA AND DATA OWNERSHIP

5.1 Client Owns Its Data. Client retains full ownership of all Client Data at all times. Cosby AI Solutions, LLC does not claim any ownership rights over Client Data.

5.2 License to Process. Client grants Cosby AI Solutions, LLC a limited, non-exclusive license to process Client Data solely for the purpose of providing, maintaining, and improving Prism HMS services as described in this Agreement.

5.3 No Sale of Data. Cosby AI Solutions, LLC will never sell, rent, or trade Client Data to any third party for any purpose.

5.4 Data Processing. Cosby AI Solutions, LLC processes Client Data on Client's behalf. All processing occurs within the United States unless Client expressly requests otherwise in writing. Data is stored using Supabase (PostgreSQL), hosted on Amazon Web Services infrastructure in the us-east-1 (North Virginia) region.

5.5 Data Minimization. Cosby AI Solutions, LLC collects and processes only the Client Data necessary to provide the services described in this Agreement.

5.6 Third-Party Services. Prism HMS integrates with certain third-party services including but not limited to Stripe (payment processing), Resend (email delivery), Lithic (virtual card issuance), and Railway (infrastructure hosting). Use of these services is subject to their respective terms of service and privacy policies. Cosby AI Solutions, LLC is not responsible for the data practices of third-party service providers beyond the contractual obligations those providers have undertaken with Cosby AI Solutions, LLC.

5.7 Data Export. Client may export its Client Data at any time from within Prism HMS using the available export functions. Cosby AI Solutions, LLC will also provide a complete data export to Client within 30 days of a written request.

5.8 Data Deletion. Upon termination of Client's Subscription, Cosby AI Solutions, LLC will retain Client Data for 90 days to allow Client to export its data. After 90 days, Client Data will be permanently deleted unless Client requests an

extension in writing. Cosby AI Solutions, LLC will provide written confirmation of deletion upon request.

SECTION 6 - DATA SECURITY

6.1 Security Measures. Cosby AI Solutions, LLC implements and maintains industry-standard security measures to protect Client Data, including: (a) Encryption of data in transit using TLS 1.2 or higher; (b) Encryption of data at rest; (c) Role-based access controls limiting data access to authorized personnel only; (d) Row-level security policies ensuring Client Data is isolated from other clients' data; (e) Regular security assessments and vulnerability monitoring; (f) Multi-factor authentication requirements for platform administrators.

6.2 Security Incident Notification. In the event of a confirmed security breach that results in unauthorized access to Client Data, Cosby AI Solutions, LLC will notify Client via email within 72 hours of confirming the breach. Notification will include a description of the nature of the breach, the data affected, and the steps being taken to address it.

6.3 Client Responsibilities. Client is responsible for: (a) Maintaining the security and confidentiality of Authorized User login credentials; (b) Implementing strong password policies for all Authorized Users; (c) Promptly revoking access for any Authorized User who is no longer employed by or authorized to access Client's systems; (d) Notifying Cosby AI Solutions, LLC immediately of any known or suspected unauthorized access to Client's Prism HMS account.

6.4 No Absolute Security Guarantee. While Cosby AI Solutions, LLC takes security seriously and implements reasonable safeguards, no system is 100% secure. Cosby AI Solutions, LLC cannot guarantee that Client Data will never be accessed, disclosed, altered, or destroyed as a result of a breach of security measures beyond our reasonable control.

SECTION 7 - ACCURACY DISCLAIMER AND NO PROFESSIONAL ADVICE

7.1 Not a Licensed Accounting Firm. Prism HMS is a software platform designed to assist hotel accounting teams with data organization, journal entry management, and financial reporting. Cosby AI Solutions, LLC is not a licensed certified public accounting firm, and Prism HMS does not constitute the provision of accounting, tax, legal, financial, or investment advice.

7.2 Data Accuracy. Prism HMS displays and processes data based on the information input by Client and received from Client's property management system. The accuracy of reports, journal entries, and financial statements generated by Prism HMS depends entirely on the accuracy and completeness of the data provided by Client.

7.3 Client Responsibility for Accuracy. Client is solely responsible for: (a) Verifying that all journal entries generated by Prism HMS are accurate before posting them; (b) Reviewing all financial reports generated by Prism HMS before submitting them to ownership groups, lenders, investors, or any other third party; (c) Ensuring that Prism HMS is configured with accurate charge code mappings, GL account structures, and property settings; (d) Maintaining compliance with all applicable accounting standards (GAAP or otherwise) and regulatory requirements.

7.4 No Liability for Errors. Cosby AI Solutions, LLC shall not be liable for any errors, omissions, or inaccuracies in Client Data, journal entries, or financial reports generated by Prism HMS, regardless of the cause, including but not limited to incorrect data input, incorrect charge code mappings, PMS export errors, or system calculation errors.

7.5 Professional Consultation. Client is strongly encouraged to engage licensed certified public accountants, tax advisors, and legal counsel for professional accounting, tax, and legal guidance. Prism HMS is a tool to support, not replace, qualified accounting professionals.

SECTION 8 - LIMITATION OF LIABILITY

8.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COSBY GLOBAL ENTERPRISES LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CLIENT'S USE OF PRISM HMS, EVEN IF COSBY GLOBAL ENTERPRISES LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COSBY GLOBAL ENTERPRISES LLC'S TOTAL CUMULATIVE LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS ARISING OUT OF

OR RELATED TO THIS AGREEMENT OR PRISM HMS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO COSBY GLOBAL ENTERPRISES LLC IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.3 Essential Basis. CLIENT ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. COSBY GLOBAL ENTERPRISES LLC WOULD NOT PROVIDE PRISM HMS WITHOUT THESE LIMITATIONS.

SECTION 9 - INDEMNIFICATION

9.1 Client Indemnification. Client shall defend, indemnify, and hold harmless Cosby AI Solutions, LLC and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's use of Prism HMS in violation of this Agreement; (b) Client's violation of any applicable law or regulation; (c) Any inaccuracy or error in Client Data submitted to Prism HMS; (d) Any claim by a third party, including ownership groups, lenders, or investors, arising from financial reports or data exported from Prism HMS; (e) Any unauthorized access to Client's Prism HMS account resulting from Client's failure to maintain the security of its login credentials.

SECTION 10 - INTELLECTUAL PROPERTY

10.1 Cosby AI Solutions, LLC Ownership. Prism HMS, including all software, code, algorithms, interfaces, designs, documentation, trademarks, and other materials developed by or for Cosby AI Solutions, LLC, is and shall remain the exclusive intellectual property of Cosby AI Solutions, LLC. Nothing in this Agreement transfers any intellectual property rights to Client.

10.2 Feedback. If Client provides feedback, suggestions, or ideas regarding Prism HMS, Client grants Cosby AI Solutions, LLC a perpetual, irrevocable, royalty-free license to use such feedback for any purpose, including improving Prism HMS, without any obligation to Client.

10.3 No Reverse Engineering. Client shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of Prism HMS.

SECTION 11 - CONFIDENTIALITY

11.1 Mutual Confidentiality. Each party agrees to keep confidential all non-public information of the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

11.2 Cosby AI Solutions, LLC Confidential Information includes, but is not limited to, the Prism HMS platform architecture, source code, pricing strategies, roadmap, and business operations.

11.3 Client Confidential Information includes all Client Data and any non-public financial, operational, or business information of Client or its ownership groups.

11.4 Exceptions. Confidentiality obligations do not apply to information that: (a) Is or becomes publicly available through no fault of the receiving party; (b) Was already known to the receiving party before disclosure; (c) Is independently developed by the receiving party without use of confidential information; (d) Is required to be disclosed by law or court order, provided that the receiving party gives prompt written notice to the disclosing party before such disclosure.

SECTION 12 - TERM AND TERMINATION

12.1 Term. This Agreement begins on the date Client accepts these terms and continues for the duration of Client's active Subscription unless terminated earlier as provided herein.

12.2 Termination by Client. Client may cancel its Subscription at any time through the account settings in Prism HMS or by providing written notice to support@prismhms.com. Cancellation takes effect at the end of the current billing period. No refunds are issued for unused portions of a billing period.

12.3 Termination by Cosby AI Solutions, LLC. Cosby AI Solutions, LLC may suspend or terminate Client's access to Prism HMS immediately upon written notice if: (a) Client materially breaches this Agreement and fails to cure the breach within 10 days of written notice; (b) Client fails to pay any amounts due within 30 days of the due date; (c) Client

engages in fraudulent, abusive, or unlawful use of Prism HMS; (d) Cosby AI Solutions, LLC is required to do so by law or court order.

12.4 Effect of Termination. Upon termination: (a) Client's license to use Prism HMS immediately terminates; (b) Client Data will be retained for 90 days as described in Section 5.8; (c) All amounts owed by Client become immediately due and payable; (d) Sections 5, 7, 8, 9, 10, 11, 13, and 14 survive termination.

SECTION 13 - DISPUTE RESOLUTION

13.1 Informal Resolution. Before initiating any formal dispute resolution, the parties agree to attempt to resolve any dispute through good faith negotiation for a period of 30 days following written notice of the dispute.

13.2 Binding Arbitration. If the parties are unable to resolve a dispute informally within 30 days, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted in Limestone County, Alabama. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

13.3 Class Action Waiver. CLIENT WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION AGAINST COSBY GLOBAL ENTERPRISES LLC. ALL DISPUTES MUST BE BROUGHT IN CLIENT'S INDIVIDUAL CAPACITY ONLY.

13.4 Exceptions. Notwithstanding the above, either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm, including to protect intellectual property rights.

SECTION 14 - GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles.

14.2 Any legal action not subject to arbitration under Section 13 shall be brought exclusively in the state or federal courts located in Limestone County, Alabama, and both parties consent to the personal jurisdiction of such courts.

SECTION 15 - GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement, together with any Order Forms, Beta Participation Agreements, or Data Processing Addendums entered into by the parties, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings.

15.2 Amendments. Cosby AI Solutions, LLC reserves the right to modify this Agreement at any time. Clients will be notified of material changes via email at least 30 days before the changes take effect. Continued use of Prism HMS after the effective date of any amendment constitutes acceptance of the amended Agreement.

15.3 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce such provision in the future.

15.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it valid and enforceable.

15.5 Assignment. Client may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Cosby AI Solutions, LLC. Cosby AI Solutions, LLC may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets without Client's consent.

15.6 Force Majeure. Neither party shall be liable for any failure or delay in performance resulting from causes beyond their reasonable control, including acts of God, natural disasters, pandemics, government actions, or internet service disruptions.

15.7 Notices. All legal notices under this Agreement shall be sent to: Cosby AI Solutions, LLC, Tanner, Alabama, legal@cosbyaisolutions.com.

15.8 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights.

15.9 Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

CONTACT INFORMATION

Cosby AI Solutions, LLC support@prismhms.com prismhms.com For legal matters: legal@cosbyaisolutions.com

BY CLICKING "I AGREE" AND TYPING YOUR FULL NAME, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY, AND THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION.