



A corporate travel booking platform

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of [____], by and between Bacarai, Inc., a Delaware corporation, doing business as AllFly ("AllFly"), and [____], of [____], ("Company"), collectively referred to as the "Parties."

WHEREAS, AllFly has developed an online travel management platform called AllFly Quest, which provides booking services for corporate, group, and event travel; and

WHEREAS, Company desires to use AllFly Quest and related services offered by AllFly as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Services

AllFly shall provide the Company with access to the AllFly Quest online portal and related services, including, but not limited to, booking flights, hotels, and rental cars, and providing support services as needed (collectively, the "Services"). The specific scope of Services to be provided by AllFly shall be detailed in one or more Service Orders or Statements of Work ("SOWs"), which shall be incorporated into this Agreement by reference.

Subcontracting

The Company can subcontract AllFly's services and act as a liaison between AllFly and the organization that is utilizing AllFly's travel management services. In these instances, it is the Company's responsibility that their Company is aware of the terms & conditions listed in this Agreement.

Term

a. Initial Term: This Agreement shall commence on the Effective Date and continue for a period of [____] (the "Initial Term"), unless earlier terminated in accordance with the provisions set forth herein.

b. Automatic Renewal: At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term"), unless either Party provides written notice of its intention not to renew at least 30 days prior to the end of the then-current term.

c. Termination During Renewal Term: During any Renewal Term, either Party may terminate this Agreement upon providing 30 days written notice to the other Party.

d. Amendments and Modifications: Any amendments or modifications to this Agreement during the Initial Term or any Renewal Term must be in writing and signed by both Parties.

Fees and Payment for Transient Corporate Travel

a. Service Fees: The Company agrees to pay AllFly the fees outlined in the attached Fee Schedule (Appendix A). These fees cover the provision of travel booking services, including flights, hotels, and car rentals.

b. Invoicing and Payment Schedule: AllFly will invoice the Company on a monthly basis. Each invoice will detail the services provided and the corresponding fees. Payment is due within 14 days of the invoice date.

c. Additional Charges: Additional charges may apply for services not included in the standard Fee Schedule, such as last-minute bookings, itinerary changes, or special requests. These charges will be communicated to the Company prior to incurring and will be itemized separately in the invoice.

d. Late Payment: In the event of late payment, AllFly reserves the right to charge interest on the overdue amount at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is lower.

e. Payment Method: Payments are to be made in U.S. dollars and can be made via bank transfer, credit card, or other agreed-upon payment methods.

f. Disputes and Queries: If the Company disputes any part of an invoice, the Company must notify AllFly within 14 days of the invoice date, detailing the nature of the dispute. All undisputed amounts must be paid by the due date.

Fees and Payment for Event Travel

a. General Payment Obligation: The Company agrees to pay all fees associated with travel booked through AllFly, including but not limited to the AllFly Quest platform, for events, as detailed in Appendix A and in accordance with this Agreement's payment terms.

b. Payment for Employee Travel:

i. General Booking: The Company is responsible for all travel expenses incurred by its employees when booking through AllFly, whether via the AllFly Quest platform, phone, email, or other means.

ii. Upgrades and Additional Services: In cases where the company pays for an economy ticket and the employee wishes to upgrade or add additional services (e.g., extra baggage, preferred

seating), the employee will pay AllFly directly for these upgrades or additional services. These transactions will be handled separately from the company's payment obligations.

c. Service Fees: In addition to travel costs, the Company will incur service fees for the use of AllFly's services, as detailed in Appendix A.

d. Event-Specific Payment Terms:

i. Deposit Requirement: For each event created and serviced by AllFly, AllFly requires the Company to pay a deposit before booking any travel. This deposit is used as a credit against the travel expenses for the event.

ii. Deposit Amounts:

1. Domestic flights: \$350 per passenger.

2. International flights: \$1,200 per passenger.

3. Flights to Central America and the Caribbean: \$500 per passenger.

Note: Deposit amounts are subject to change based on market conditions and flight costs. AllFly will inform the Company of any changes before collecting the deposit. Deposit waivers may be granted on a case-by-case basis. Should the amount of travel booked ever exceed \$5,000 more than the collected deposit, AllFly reserves the right to issue an additional deposit.

iii. Refunds: If the deposit exceeds the total travel cost, AllFly will refund the surplus to the Company within 14 days post-travel.

iv. Final Invoice: After all travel bookings for the event are completed, AllFly will issue a final invoice to the Company, payable within 14 days of issuance.

v. Additional Deposits: If the initial deposit is exhausted and further travel expenses arise, AllFly may request an additional deposit from the Company.

e. Monthly Invoicing for Non-Event Travel: For travel and services outside of events, AllFly will invoice the Company monthly. Payment is due within 14 days of invoice issuance.

f. Payment Methods and Credit Card Fees:

i. Accepted Methods: Payment can be made via credit card, ACH, or wire transfer in US Dollars, unless otherwise agreed in writing.

ii. Credit Card Service Fee: When AllFly directly pays the travel vendor and collects payment from the Company, a 3.5% service fee applies to payments made by credit card. This fee covers the cost of processing credit card transactions.

iii. Exemption for Direct Purchases: In instances where the Company uses their own company or employee credit card to directly purchase travel, the Company will not be subject to the 3.5%

credit card fee. In these cases, the Company is responsible only for the actual cost of the booked travel.

Confidentiality

Each Party shall maintain the confidentiality of the other Party's Confidential Information (as defined below) during the Term and for a period of two (2) years thereafter. "Confidential Information" means any non-public information, in any form, that a Party discloses or makes available to the other Party, which is designated as confidential or proprietary, or which, under the circumstances surrounding disclosure, ought to be treated as confidential. All other marketing material would be subject to approval by both Parties.

Intellectual Property

AllFly shall retain all rights, title, and interest in and to the AllFly Quest platform, including all intellectual property rights therein. Company shall retain all rights, title, and interest in and to its own data and any intellectual property provided by Company for use in connection with the Services.

Warranties

Each Party represents and warrants to the other Party that (a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and (b) its execution, delivery, and performance of this Agreement does not and will not conflict with or result in a breach of any other agreement to which it is a party.

Limitation of Liability

a. Scope of Liability: Neither party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits, data, or goodwill, arising out of or in connection with this agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not a party has been advised of the possibility of such loss or damage.

b. Cap on Liability: Except for obligations under the indemnification provisions herein and breaches of confidentiality, the total aggregate liability of either party to the other for any and all claims and damages under this agreement, regardless of the form of action, shall be limited to the total amount of fees paid or payable by the Company to AllFly under this agreement in the twelve (12) month period immediately preceding the event giving rise to such claim.

c. Exceptions to Limitations: The limitations set forth in this section shall not apply to liabilities arising from gross negligence or willful misconduct of either party, or any other liability which cannot be excluded or limited under applicable law.

d. Basis of the Bargain: The parties acknowledge that AllFly has set its prices and entered into this agreement in reliance upon the limitations of liability and the disclaimers of warranties and

damages set forth herein, and that the same form an essential basis of the bargain between the parties.

Indemnification

- a. **Obligation to Indemnify:** Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), its officers, directors, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, that arise from:
 - i. Any breach of representations, warranties, or covenants made by the Indemnifying Party under this Agreement.
 - ii. Any gross negligence or willful misconduct of the Indemnifying Party.
- b. **Notification and Cooperation:** The Indemnified Party shall promptly notify the Indemnifying Party of any claim or legal action for which it seeks indemnification. The Indemnifying Party shall have the right to control the defense of any such claim, with the Indemnified Party providing reasonable cooperation as required.
- c. **Settlement:** The Indemnifying Party shall not settle any claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed, provided that such settlement fully releases the Indemnified Party from all liabilities and obligations related to the claim.
- d. **Limitation:** The indemnification obligations under this Agreement shall not apply to:
 - i. Any claims resulting from the Indemnified Party's own negligence or willful misconduct.
 - ii. Losses or damages for which the Indemnified Party is compensated from another source.
- e. **Duration:** The indemnification obligations shall survive the termination or expiration of this Agreement for a period of three (3) years.

Termination

- a. Either Party may terminate this Agreement upon written notice if the other Party materially breaches any term or condition of this Agreement, and such breach remains uncured for a period of thirty (30) days after receipt of written notice thereof.
- b. Either Party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other Party.
- c. In the event of termination for any reason, Company shall pay AllFly for all Services rendered up to the effective date of termination.

Force Majeure

- a. Definition: "Force Majeure" refers to any event or circumstance beyond the reasonable control of either party that prevents, hinders, or delays its performance under this Agreement. This includes, but is not limited to, natural disasters (such as earthquakes, hurricanes, floods), war, terrorism, labor disputes, significant airline malfunctions or disruptions, governmental actions, and pandemics or public health emergencies.
- b. Notification: A party affected by a Force Majeure event shall promptly notify the other party in writing, explaining the nature of the event, its anticipated duration, and any actions being taken to mitigate its effects.
- c. Mitigation and Continuation: Each party agrees to make all reasonable efforts to minimize the impact of the Force Majeure event on its performance and to continue or resume performance as soon as reasonably possible.
- d. Pandemic-Specific Terms:
 - i. Travel Disruptions: In the event of a pandemic or public health emergency, AllFly will make reasonable efforts to accommodate changes or cancellations in travel arrangements and to work with travel vendors to minimize penalties or losses.
 - ii. Refunds and Credits: If travel cannot be completed due to a pandemic, AllFly will work to secure refunds or travel credits for the Company, subject to the terms and policies of the respective travel vendors.
- e. Limitation: The relief from performance under this clause shall be limited to the duration of the Force Majeure event. Once the event has subsided or has been overcome, normal performance shall resume.
- f. Dispute Resolution: If a dispute arises regarding the application or interpretation of this Force Majeure clause, the parties agree to seek resolution through the dispute resolution process outlined in this Agreement.

Governing Law and Dispute Resolution

- a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflicts of law. The parties explicitly agree that Delaware law will govern this Agreement, regardless of where the parties are located or where the Agreement is executed.
- b. Arbitration Process:
 - i. Initiation and Conduct: Any disputes arising out of or in connection with this Agreement shall be resolved by binding arbitration in Orlando, Florida, in accordance with the rules of the American Arbitration Association (AAA). The parties will mutually agree upon an arbitrator from a list provided by the AAA, and the arbitration shall be conducted in a confidential manner.

ii. Scope: All disputes, claims, or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration.

iii. Costs: Each party will be responsible for its own attorney fees, and the costs of arbitration shall be shared equally by the parties, unless the arbitrator decides that a different allocation is more equitable.

c. Jurisdiction for Enforcement: Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereby consent to the jurisdiction of such courts for the purpose of enforcing the arbitration award.

d. Emergency Relief: Nothing in this Agreement shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, or other proprietary rights.

Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given (a) when personally delivered, (b) when sent by email with confirmation of receipt, (c) one (1) business day after being sent by a nationally recognized overnight courier, or (d) three (3) business days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto or at such other address as either Party may designate by notice to the other Party.

Miscellaneous

a. This Agreement, together with any SOWs and Appendices, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter hereof.

b. This Agreement may not be amended, modified, or supplemented except in a writing signed by both Parties. Any changes related to pricing and/or the services being offered by AllFly will be communicated 30 days in advance of the change taking effect.

c. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

d. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Name: _____

Title: _____

Date: _____

Company: AllFly (BACARAI, INC.)

Signature: _____

Name: _____

Title: _____

Date: _____

Company: _____

Signature: _____

APPENDIX A

Fee Schedule

The following table outlines the fees for common services provided by AllFly. These fees may be subject to change with 30 days prior notice to the Company.

Service Description	Fee
Domestic Airline Ticket Booking	\$35 per ticket
International Airline Ticket Booking	\$35 per ticket
Hotel Reservation	\$0 per reservation
Car Rental Booking	\$5 per booking
Group Booking (10+ passengers on the same plane, subject to airline group contract rules)	\$35 per person
Travel Policy Implementation & User Management	Per project
24/7 Traveler Support	Included
Travel Reporting & Analytics	Included
Delegate booking (Appendix B)	\$45/per ticket
Pre-travel approval booking (Appendix B)	\$45/per ticket
Travel advisory services (consulting, budgeting, forecasting)	\$85/hour
Ticket Protection Plan (Appendix D)	\$50 per service
VIP & Executive travel services (often referred to as “white glove service”)	\$75 per ticket
On site travel support	\$650 per day, per agent

Unused ticket tracking	\$35 per rebooking
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APPENDIX B

Statement of Work (SOW)

This Statement of Work ("SOW") is incorporated into and made part of the Master Services Agreement. The purpose of this SOW is to outline the specific services to be provided by AllFly to the Company.

- a. System Uptime: AllFly commits to maintaining a minimum 99% system uptime for the AllFly Quest platform, excluding scheduled maintenance and force majeure events.
- b. Response Times and Flexibility During High-Demand Periods:
 - i. Standard Response: AllFly aims to respond to support requests within [X] hours during normal business hours and within [Y] hours outside of normal business hours.
 - ii. High-Demand Periods: During mass events or peak demand, response times may be longer. AllFly will proactively communicate expected delays and provide regular updates.
- c. Designated Account Manager: AllFly will provide a designated account manager to assist the Client with any issues, concerns, or questions related to the Services.
- d. Service Scope:
 - i. Platform Access: Access to the AllFly Quest platform for booking flights, hotels, and rental cars.
 - ii. Traveler Support: 24/7 support for booking modifications, cancellations, and rebookings.
 - iii. Reporting and Analytics: Regular travel reporting, including spend analysis and policy compliance.
 - iv. VIP Services: VIP and executive travel services, including personalized arrangements.
 - v. Emergency Support: Crisis management support, including traveler tracking during emergencies.
 - vi. Travel Advisor Services: Consulting on destinations, costs, and other travel-related inquiries.
 - vii. On-Site Support: Provision of on-site travel support as agreed upon with the Client.
 - viii. Delegate booking: when a user books travel on behalf of another user.
 - iv. Pre-travel approval mode: travel managers can have every flight request go through an approval process prior to the ticket being issued. This mode will carry additional ticketing fees.
- e. Prioritization of Requests: AllFly will prioritize requests based on urgency and impact, with immediate travel issues receiving the highest priority.
- f. Multiple Support Channels: Clients can reach AllFly via email, phone, and the AllFly Quest platform, ensuring accessible and timely support.
- g. Quality of Service Commitment: AllFly's commitment to quality service remains paramount, and no compromises will be made to accommodate response time targets.

h. Feedback and Continuous Improvement: AllFly values client feedback for continuous improvement of response strategies and overall service quality.

APPENDIX C

Privacy Policy

This Privacy Policy ("Policy") is incorporated into and made part of the Master Services Agreement ("Agreement"). The purpose of this Policy is to inform the Company and its employees about the collection, use, and protection of personal information by AllFly.

Information Collection

- a. Personal Information: AllFly may collect personal information from the Company and its employees, such as names, addresses, phone numbers, email addresses, passport numbers, frequent flyer numbers, travel preferences, and payment information to facilitate travel bookings and provide the Services.
- b. Usage Information: AllFly may collect information on how the Company and its employees use the AllFly Quest platform, such as booking history, search queries, and page views.

Information Use and Sharing

- a. Purpose of Use: AllFly uses collected personal and travel-related information to facilitate and manage travel bookings for corporate, group, and event travel, including reservations, ticketing, changes, cancellations, and travel support.
- b. Customized Service Delivery: Information enables AllFly to tailor travel arrangements and services to the Client's and its employees' specific needs and preferences.
- c. Communication and Updates: AllFly communicates with Clients and employees regarding travel bookings, changes, updates, and provides travel-related information and advisories.
- d. Travel Management and Reporting: AllFly utilizes information for managing travel, generating reports, analyzing patterns, and ensuring policy compliance.
- e. Service Improvement: The information is used internally to improve services, develop new features, and enhance the travel booking experience.
- f. Compliance and Legal Obligations: AllFly adheres to legal and regulatory requirements, including responding to lawful requests from authorities.
- g. Sharing with Third Parties: To facilitate travel bookings, AllFly shares necessary information with third-party service providers. This sharing is limited to what is required for travel management and related services.

h. Data Confidentiality and Security: AllFly is committed to protecting the confidentiality and security of information and will not use or share it for unrelated purposes without explicit consent.

Information Security

- a. AllFly implements reasonable physical, technical, and administrative security measures to protect personal information against unauthorized access, alteration, disclosure, or destruction.
- b. AllFly uses industry-standard encryption technologies to protect payment information during transmission.

Access, Correction, and Deletion

- a. The Company and its employees have the right to access, correct, or delete their personal information stored by AllFly, subject to applicable laws and regulations.
- b. Requests for access, correction, or deletion of personal information should be directed to AllFly's designated Chief Product Officer at Ameer Bacchus (Ameer@AllFly.io).

Data Retention

AllFly will retain personal information for as long as necessary to provide the Services, comply with legal requirements, or fulfill contractual obligations, subject to applicable laws and regulations.

Policy Updates

AllFly may update this Policy from time to time. Any changes to the Policy will be communicated to the Company, and continued use of the Services by the Company and its employees will constitute acceptance of the updated Policy.

Contact Information

For questions or concerns related to this Policy or the handling of personal information, please contact AllFly's Privacy Officer at hello@allfly.io.

By using the AllFly Quest platform and the Services, the Company and its employees agree to the terms of this Privacy Policy.

APPENDIX D

1. Overview of the Ticket Protection Plan:

The Ticket Protection Plan (TPP) is a unique offering by AllFly to its customers, providing cash back on non-refundable tickets across specified travel classes (economy, premium economy, business, and first class) for the following airlines: Delta, United, and American.

2. Eligibility Criteria:

To be eligible for the TPP, the following conditions must be met:

- The traveler must contact AllFly and successfully cancel their ticket no less than 24 hours prior to departure.
- The airline ticket must be paid for in full by AllFly. AllFly will subsequently invoice the company for the ticket value, which is typically included in a master bill or final invoice.
- AllFly must be the entity that pays the airline directly. Tickets not eligible for TPP include, but are not limited to, scenarios where:
 - The traveler pays for a seat upgrade either through AllFly or externally.
 - The traveler pays for their ticket directly.
 - The sponsoring company pays for travel on a company credit card.

3. Special Conditions for American Airlines:

For tickets on American Airlines, the TPP applies with the following exception:

- When a fare is lower on AA.com compared to AllFly's offerings, AllFly will ticket the lower fare. However, if the fare is purchased directly on AA.com or directly with the airline, the TPP will not apply. AllFly Quest has an NDC connection with American Airlines ensuring rate parity between our system and AA.com.

4. Exclusions:

- BASIC ECONOMY fares are excluded from the TPP.
- For cancellations on airlines outside the TPP, as an IATA and ARC registered travel agency, AllFly adheres to the terms & conditions of those airlines. Typically, the value of a canceled ticket is converted into an eCredit assigned to the individual traveler.

5. Cost and Reimbursement Process:

The cost of the TPP is \$50 per ticket. In the event of a cancellation, the reimbursement will be credited to the company's final invoice, minus the TPP cost. For example, if a \$500 economy ticket on Delta is canceled 48 hours prior to departure, the company will receive a credit of \$450 on their final invoice.

6. Disclaimer Regarding Traveler & Airline Actions:

While AllFly acts as the merchant of record for most tickets purchased under the TPP, there are instances where an airline, included in the TPP, may allow a traveler to assert control over the ticket record. In such situations, AllFly cannot guarantee or protect against all possible outcomes, including instances where the traveler may arrange for a refund to be issued to their personal account. In these circumstances, it becomes the responsibility of the Company to address and resolve the matter directly with the traveler in order to reclaim any refunded funds.

7. Plan Modification or Termination:

a. Modification: AllFly reserves the right to modify the terms of the Ticket Protection Plan at any time. Any such modifications will be communicated to the Client in a timely manner.

b. Termination: AllFly retains the right to terminate the Ticket Protection Plan at its sole discretion. In the event of termination, AllFly will provide the Client with 14 days' notice. All tickets purchased before the termination notice will still be covered under the terms of the TPP until their travel date.

c. No Liability: AllFly shall not be liable for any claims, damages, or losses resulting from the modification or termination of the Ticket Protection Plan.