



TRIBUTE
MANAGEMENT
SOFTWARE



TMS Service Specific Addendum

Last Updated: August 8, 2025

This TMS Service Specific Addendum (this "**Addendum**") is entered into pursuant to, and is subject to the terms and conditions of, the General Terms of Service located at <https://www.tributetech.com/general-terms-of-service> (the "**General Terms of Service**") by and between the Client ("**you**," "**your**") and the applicable entity referred to in Section 25 of the General Terms of Service ("**we**," "**us**," "**our**"). Capitalized terms not defined herein shall have the meanings as defined in the General Terms of Service. By subscribing for and using the TMS Services (defined below), you agree to be bound by this Addendum and the General Terms of Service.

1. **Service Description.** We will provide you access to and use of our Tribute Management Software ("**TMS**") software-as-a-service offering remotely, over the internet on a subscription basis (such services, the "**TMS Services**") for your use in connection with managing your business within the funeral services or deathcare industry.

2. **TMS Subscription Fees.** Your TMS subscription fees, as initially reflected in your Order Form or as otherwise in effect from time to time during the Term, are based on your unique case volume (as initially estimated in connection with your initial order for TMS Services and updated from time to time thereafter), case mix and where applicable, certain bundled services discounting for enabled Qualifying Services (as defined below). Your TMS subscription fees will be calculated based on (a) a per case fee according to your estimated annual case volume ("**Per Case Fee Pricing**") or (b) a flat pricing rate based on an established tier within which your estimated annual case volume falls (e.g. 0-150 cases; 151-250 cases, etc.) ("**Tier Pricing**"), in either case, as reflected in your Order Form or as otherwise agreed from time to time by us during the Term. All TMS subscription fees shall be paid monthly in advance unless you and we mutually agree otherwise in writing. We reserve the right, in our discretion, to conduct an audit of your recorded at-need cases at any time.

Where Per Case Fee Pricing applies to your TMS Services, if an audit discovers that your actual case volume exceeds the number of estimated cases upon which your then-current TMS subscription fee rate is based, then we reserve the right to issue you an invoice for the amount of such excess, calculated based on your then-current per case fee rate. We will also increase your TMS subscription fees based on such increased case volume going forward.

Where Tier Pricing applies, if at any time the number of your actual annual cases exceeds the maximum number of cases permitted by your current Tier Pricing level, we will increase your TMS subscription fees going forward based on the rate applicable to our next highest Tier Pricing level. We also reserve the right to issue you a pro rata invoice, calculated at the rate applicable to such higher Tier Pricing level, for the period during which you have utilized TMS Services beyond the maximum number of cases permitted by your prior Tier Pricing level.

For the avoidance of doubt and notwithstanding anything in this Addendum to the contrary, (i) you will not be entitled to any credit in the event your actual annual case volume is lower than the case volume that your Per Case Fee Pricing or Tier Pricing level assumes and (ii) you will not otherwise be entitled to any downward pricing adjustment to your TMS subscription fee rates during any in-process Term applicable to your TMS Services.

3. **Qualifying Service Discounting.** We may from time to time offer discounts to our standard TMS subscription fee pricing based on certain of our additional qualifying services (each, a "**Qualifying Service**") that you subscribe for, use and/or receive during the Term applicable to your TMS Services. If any such discounts are applied to your TMS subscription fee pricing, such discounts remain contingent on the continued enablement of the corresponding Qualifying Service(s) for which such discounts relate. If any Qualifying Service is subsequently disabled for any reason during the Term of your TMS Services, we reserve the right to invoice you, and you shall pay, TMS subscription fees at our then-standard rates. Such pricing adjustments may be accounted for and invoiced at any time following your disablement of a Qualifying Service, including, without limitation, at the time of any audit of your recorded cases.

4. **No Legal or Management Advice.** Notwithstanding any informal assistance we, our affiliates or personnel may provide relating to any rules, regulations, laws or other legal requirements (collectively, "**Rules**"), you are solely responsible for becoming familiar with, having knowledge of, and complying with all Rules that are and may from time to time become applicable to you and/or your business operations. We are not a law firm and do not provide any legal, tax, financial, accounting or other advice with respect to the compliance, enforceability, or suitability of any use of the TMS Services or any sample forms or templates that may be provided in connection therewith. The availability of any functionality or features of the TMS Services shall not be deemed to be any representation or warranty to you regarding whether any such functionality or feature complies with any or all Rules. Under no circumstances do we, our affiliates or personnel perform management functions, make management decisions, or act or appear to act in the capacity of management personnel for you in connection with the TMS Services.

5. **Modification of this Addendum.** We reserve the right at any time to modify this Addendum and to impose new or updated terms or conditions on your use of the TMS Services. Such modifications and new or updated terms and conditions will be effective immediately and incorporated into this Addendum upon updating the posting of this Addendum and shall apply to all access to and use of the TMS Services thereafter. It is your responsibility to regularly visit this page to review the current version of this Addendum, so you are aware of any such revisions to which you are bound. Your continued use of the TMS Services following revisions to this Addendum will be deemed acceptance of any modifications to the Addendum. Your use of the TMS Services is and will be conditioned upon the terms and conditions in force at the time of your use.