

Amadeus Hospitality Web Services Terms

Welcome to Amadeus Hospitality Web Services (“**AHWS**”), Amadeus Hospitality’s cloud services platform. The AHWS platform links to Customer’s system and synchronizes Customer’s data (“**Customer Data**”) between the Customer’s system and the AHWS platform data repository to power applications that use the AHWS platform to access Customer Data, including but not limited to, the N2GO mobile app available with Delphi 2013/2015 and Delphi +, HRM Apps, and Smarting Sourcing (the “**AHWS Applications**”). These Web Service Terms form a binding agreement (the “**Agreement**”) between Amadeus Hospitality Americas, Inc. and any other of its contracting affiliates or subsidiaries (“**Amadeus Hospitality**”) and the customer (“**Customer**”) that has licensed any AHWS Application.

Amadeus Hospitality and Customer hereby agree as follows:

- CUSTOMERS AUTHORITY.** Customer warrants: i) that it has the authority to enter into this Agreement with Amadeus Hospitality on behalf of itself and each other person or entity with a proprietary interest in the information in Customer’s database/instance; and ii) to grant Amadeus Hospitality the licenses and permissions described herein and to otherwise bind all such persons and entities to this Agreement. Customer agrees to indemnify and hold Amadeus Hospitality harmless for all loss or damages resulting from Customer’s breach of any provision of this Agreement or Amadeus Hospitality’s reliance on representations made by Customer.
- USER ENTITLEMENTS.** Use of the AHWS platform and N2GO to access Customer’s Data requires that each user have a user account with unique user credentials. Multiple individuals shall not share user credentials. Customer is responsible for all activity occurring through its user accounts, administering all entitlements associated with each user’s account, and retiring each user’s account when the user’s employment is terminated or the individual has otherwise changed job status or function and no longer requires access to Customer’s Data.
- AVAILABILITY.** Amadeus Hospitality will use commercially reasonable efforts to make Customer Data available through the AHWS platform 24 hours a day, 7 days a week, except for: (a) planned downtime; or (b) any unavailability caused by circumstances beyond the reasonable control of Amadeus Hospitality, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Amadeus Hospitality employees), or Internet service provider failures or delays.
- CUSTOMER DATA SECURITY.** Amadeus Hospitality maintains administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Customer acknowledges Amadeus Hospitality does not control the location from which Customer Data is accessed using N2GO or other AHWS Applications purchased or enabled by Customer. The AHWS platform data repository may replicate and transmit Customer Data to any jurisdiction worldwide to support Customer’s AHWS Applications. Amadeus Hospitality is not responsible for the privacy, security or integrity of Customer Data when transmitted or stored outside of the AHWS platform, including Customer Data that is accessed from any mobile device using N2GO.
- CUSTOMER DATA:** Customer grants to Amadeus Hospitality a fully paid up, irrevocable, perpetual, worldwide license to copy and use Customer Data: i) to expose Customer Data through the AHWS platform to the AHWS Applications the Customer has acquired or enabled; and ii) to aggregate with, and analyze with, similar information from Amadeus Hospitality’s other customers and to develop and report general market intelligence and/or statistical information regarding the hospitality industry, but only in a matter that does not disclose any Customer Data. Except for the limited licenses and permissions granted to Amadeus Hospitality to synchronize and use Customer Data as described herein, all right, title, and interest in Customer Data remains proprietary to Customer.
- IP RIGHTS IN PRODUCTS.** Amadeus Hospitality and its third party licensors own all right, title and interest in the AHWS platform and the AHWS Applications, and all intellectual property embodied therein (including all software text, graphics, images, audio and visual information, online tutorials, documents, specifications, and materials made available to Customer). Customer grants Amadeus Hospitality a non-exclusive fully paid up royalty free license to use any recommendations, suggestions, enhancement requests, ideas, or other information related to any of Amadeus Hospitality’s products or services provided by Customer or any of its users (“**Feedback**”) and acknowledges Amadeus Hospitality is free to use any such Feedback for any purpose without payment or restriction.
- RESTRICTIONS.** Customer shall not: i) remove or alter any copyright notices or other proprietary legends contained in any AHWS Applications; ii) disassemble, decompile, or reverse engineer the AHWS platform or any AHWS Applications; iii) attempt to access the AHWS platform through any application other than AHWS Applications authorized by Amadeus Hospitality; iv) create Internet “links” to the AHWS platform or any AHWS Applications; v) reproduce, distribute, “frame”,

or "mirror" any part of any information obtained through the AHWS platform or AHWS Application on any other computer system; vi) access or copy the AHWS Platform or any AHWS Application in order to build a similar or competitive product or service; vi) make any AHWS Application, or the interface to any AHWS Application accessible or available to any third party other than for management of Customer's properties to which Customer's Data relates; vii) use any AHWS Application to operate a service bureau or otherwise provide services to any third party other than for management of a property to which Customer's Data relates; viii) copy, sell, redistribute, or otherwise transfer any AHWS Application, access to the AHWS platform, or any materials provided to Customer in connection with any AHWS Application; or ix) use the AHWS platform or any AHWS Application in violation of any law or regulation, including United States export control laws and associated regulations.

8. **WARRANTIES.** Amadeus Hospitality warrants that the AHWS platform and AHWS Applications purchased or enabled by Customer will perform substantially in conformance with the online help documentation under normal use and circumstances. Amadeus Hospitality does not warrant that the AHWS platform or any AHWS Application will be secure or free of viruses or other harmful components, operate uninterrupted or error-free, or achieve any results expected by Customer. EXCEPT FOR THE EXPRESSED WARRANTIES DESCRIBED IN THIS SECTION, AMADEUS HOSPITALITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
9. **INFRINGEMENT INDEMNIFICATION.** Amadeus Hospitality will defend or settle, at its own expense, any action brought against Customer alleging the AHWS platform or any AHWS Application infringes any patent, copyright or other proprietary right enforceable in the United States. Amadeus Hospitality will pay all costs and damages finally awarded in any such action. Amadeus Hospitality's obligations under this section are subject to Customer: i) providing prompt written notice of the claim; ii) granting Amadeus Hospitality sole control of the defense and settlement of the claim; iii) not performing any action prejudicial to Amadeus Hospitality's ability to defend the claim; and iv) providing cooperation and information reasonably requested by Amadeus Hospitality, at Amadeus Hospitality's expense. Amadeus Hospitality has no liability for any claim based on use of the AHWS platform or any AHWS Application: i) in violation of this Agreement; or ii) in combination with other software or hardware not provided by, or specified by, Amadeus Hospitality. If use of the AHWS platform or any AHWS Application is enjoined despite Amadeus Hospitality's commercially reasonable efforts to procure rights to continue operating, or modify, the AHWS platform or any AHWS Application Cloud to make it non-infringing, Amadeus Hospitality may terminate use of the product and, with respect to products licensed on a subscription basis, refund a prorated portion of the subscription fee paid that is applicable to the portion of the subscription term following termination. This Section states Amadeus Hospitality's entire liability for any claim of infringement of any intellectual property rights of any kind.
10. **NOTICE.** Amadeus Hospitality may provide notices to Customer by email, mail, or courier, in each case to Customer's email or postal address as recorded in Amadeus Hospitality's account information. Notices to Amadeus Hospitality must be sent by mail or courier to Amadeus Hospitality Americas, Inc. 75 New Hampshire Avenue, Portsmouth NH 03801, attention CFO. Notices sent by email will be effective 24 hours after emailing unless Amadeus Hospitality receives notice that the email was not delivered. Other Notices are effective upon receipt.
11. **GOVERNING LAW AND ARBITRATION.** The governing law provisions and arbitration provisions specified Customer's license, or subscription, agreement with Amadeus Hospitality shall apply to this Agreement. To the extent not specified, this Agreement will be governed by the laws of the United States and of the State of New Hampshire, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by binding arbitration under the Rules of the American Arbitration Association by three arbitrators appointed in accordance with the Rules in Portsmouth New Hampshire. All other disputes regarding this Agreement, the AHWS platform or AHWS Applications shall be subject to the exclusive jurisdiction of courts within the State of New Hampshire. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration.
12. **MISCELLANEOUS.** This Agreement is the final and complete agreement between the parties with respect to Customer's use of the AHWS platform. This Agreement supersedes all oral and written communications regarding these matters. This Agreement may not be assigned by Customer without the prior written consent of Amadeus Hospitality, such consent not to be unreasonably withheld. Amadeus Hospitality may assign this Agreement with advance written notice to Customer or to an affiliate or a successor in interest of Amadeus Hospitality's business. Any purported assignment in violation of this Section shall be void. Except for timely payment of Fees, neither party shall be responsible for any failure to perform its obligations if performance is prevented or delayed by force majeure conditions or any cause beyond its reasonable control.

Nothing in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between Amadeus Hospitality and Customer. The failure of Amadeus Hospitality to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.

13. **TERMINATION.** Neither termination of the agreement formed by these Web Service Terms nor any other agreement between Amadeus Hospitality and Customer affects each party's rights and obligations under Sections 1, and 4 through 16.
14. **LIMITATION OF LIABILITY.** Except for each party's indemnification obligations: i) in no event will either party be liable for any indirect, consequential or punitive loss, damage, or expense, including any loss of business profits, revenue, or goodwill, even if the party is given notice of the possibility of such damages; and ii) liability shall be limited to direct damages only, regardless of the form of action, and shall not exceed the greater of: i) five thousand (\$5,000) dollars; and ii) amounts paid by Customer to Amadeus Hospitality during the one year period preceding the event giving rise to the liability.
15. **INTEGRATION AND AMENDMENT.** This Agreement constitutes the entire and only understanding between the parties, and supersedes any and all other Agreements related to the subject matter hereof. Amadeus Hospitality may amend this Agreement at any time by providing notice to Customer as described in Section 10 or reposting revised terms on its website. The revised version will effective upon posting and/or notice.