

## AMADEUS HOSPITALITY SUBSCRIPTION AGREEMENT

This Subscription Agreement, Exhibit A and the additional product terms attached hereto (collectively, the **"Agreement"**) is made and entered into by Amadeus and its affiliates and Customer (or **"Subscriber"**) and sets forth the terms by which Amadeus makes its **"Subscription Products"** available for Customer's use. This Agreement forms a binding agreement between Amadeus and Subscriber and governs Subscriber's use of the Subscription Products **"Order Form"**. Subscriber means the business entity named on the **"Order Form"**.

### 1. Orders, Forms

- (a) Customer may subscribe to any subscription products (each a **"Subscription Product"**) and professional services (**"Services"**) that Amadeus may offer, using orders entered into with Amadeus pursuant to this Agreement (each an **"Order"** or an **"Order Form"**). Each Order will include: identification of the (i) Subscription Product and associated fees (**"Subscription Fees"**), (ii) Services and associated fees (**"Service Fees"**); (iii) subscription term for each applicable Subscription Product (**"Subscription Term"**), and (iv) such additional terms and conditions as may be mutually agreed upon by Amadeus and Customer.
- (b) Orders are non-cancellable.

### 2. License Grant to Subscription Product.

- (a) Subject to compliance with this Agreement, Amadeus grants Customer, for each applicable Subscription Term, a non-transferable, non-exclusive, and non-sublicensable right to access and use each Subscription Product set forth in the Order during the Subscription Term. Use of each Subscription Product, which are deemed to include all software, text, graphics, images, audio and visual information, online tutorials, documents, specifications, and materials made available to Customer in relation with the Subscription Product, is licensed, not sold.
- (b) Unless otherwise set forth in an Order, Amadeus will make the Subscription Products available for use by Customer in accordance with the Service Levels set forth in **Exhibit A**.
- (c) Subscription Products may only be used for Customer's internal business purposes of operating Customer's property(ies) at the location(s) specified in the Order (**"Property(ies)"**).
- (d) Subscription Product(s) may only be used by employees and agents of

Customer who are authorized by Customer to access Subscription Product(s) on Customer's behalf (**"Authorized Users"**). The maximum number of Authorized Users, and the maximum number of rooms if the Subscription Product is licensed on a per room basis (**"Authorized Rooms"**), shall not exceed the applicable number authorized in the Order.

- (e) Each Authorized User must have a unique user ID and password combination for using the Subscription Product (**"User Account"**). Multiple individuals shall not share a User Account. Customer is responsible for all activity occurring through its User Accounts, administering all entitlements associated with each User Account, and retiring each User Account when the Authorized User's employment or agency is terminated or the individual otherwise no longer requires access to the Subscription Product. New User Accounts may be set up for new Authorized Users in replacement of User Accounts that have been de-activated for former Authorized Users who are no longer permitted access to Subscription Product.
- (f) Amadeus shall have the right to monitor and audit Customer's user count, storage use, and other Subscription Product usage.

### 3. Support.

Amadeus will provide support for the Subscription Products in accordance with the applicable Subscription Product Support Procedures and Guidelines (**"Support Policy"**), as updated from time to time, which are available upon request. Support will include the provision of updates, upgrades, bug fixes, patches and other error corrections (collectively, **"Updates"**). Amadeus may develop and provide Updates in its sole discretion, but has no obligation to develop and provide Updates. Amadeus shall provide support for all Subscription Products in accordance with the Amadeus' Modern Life

Cycle Policy as updated from time to time and published on Amadeus' **Web-Site**. In the event that a Subscription Product is discontinued Amadeus will use commercially reasonable efforts to provide a minimum of twelve (12) months notification before the Subscription Product will no longer be available.

#### 4. Ordering Services

- (a) If Customer orders any Services related to the Subscription Products, including but not limited to implementation, training, and services related to configuring interface connectivity to the Property-based systems and testing prior to production use of the Subscription Product; then the provisions of this Section 4 will apply.
- (b) Amadeus will perform the Services and Customer will pay Amadeus the fees designated in the Order. Customer will also reimburse Amadeus for all reasonable out-of-pocket expenses actually incurred by Amadeus in performance of the Services, which include but are not limited to travel expenses, per diem and mileage.
- (c) Services will be provided during normal business hours. Any work performed at Customer's request on a holiday, weekend, or more than nine (9) hours in a single day will be charged at Amadeus's prevailing overtime rates, which shall be available upon request. Amadeus will advise Customer before any overtime charges are incurred.
- (d) Customer acknowledges that Amadeus schedules resources in advance and that Amadeus would incur significant expenses, including downtime of those resources, if scheduled Services are canceled, delayed, or rescheduled within thirty (30) days of the scheduled Service date i) by Customer for its convenience; or ii) due to Customer delay or being unprepared for performance of the Service(s). As such, in the event of any such cancellation, delay, or rescheduling, Amadeus may: i) assess a cancellation fee of eighty percent (80%) of the total price of the scheduled Service if Amadeus cannot reschedule the resources to a chargeable project for an alternative customer; ii) charge Customer for any non-refundable airline fees, change fees

or other nonrefundable travel and related expenses unused due to the delay.

- (e) Amadeus reserves the right to suspend or re-schedule any Services if Customer is delinquent on any non-disputed payment obligations to Amadeus.

#### 5. Fees and Payment.

- (a) Subscription Fees, Service Fees, invoicing and payment terms will be specified on the Order. Subscription Fees for each renewal of the Subscription Term will be at Amadeus' prevailing rates at the time of renewal. All Subscription Fees and Services Fees are non-refundable.
- (b) Notwithstanding Section 5(a), Amadeus may increase the Subscription Fees by the amount of any increase of the following costs incurred by Amadeus in providing the Subscription Product: i) fees or charges incurred by Amadeus for any third party software or services are increased by more than five percent (5%); and/or ii) electric power utility costs are increased by more than five percent (5%). In such event, such increase shall be effective upon the earlier of either (i) the then next Subscription Term renewal or (ii) twelve (12) months following Amadeus' notice of the increase.
- (c) All sales will be billed in U.S. dollars unless otherwise specified in the Order. Any past due amounts older than sixty (60) days and not subject to a good faith dispute, will bear interest at the maximum permitted by law. All fees are exclusive of, and Customer will pay, all taxes (including value added taxes), levies, or duties imposed by taxing authorities, excluding taxes based solely on Amadeus's income.

#### 6. Confidentiality.

- (a) The parties may have access to information that is confidential to each other ("**Confidential Information**") Confidential Information shall mean and include any information that is marked or otherwise identified as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed before or after the date of this Agreement, including the terms and conditions of this Agreement and each Order, including pricing information; any kind of business, commercial or technical information and

data concerning the party's business prospects, strategy, business objectives, business transactions, financial arrangements, operations, systems and organization, methods, standards, specifications, concepts, ideas, plans, projects, programs or procedures, trade secrets, know-how, lists, notes, drawings, reports, software, databases, development methods, system design; or any other information of or relating to its business disclosed in connection with this Agreement.

- (b) Confidential Information shall not include any information that (i) is already known to the receiving party prior to disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (ii) is or becomes a part of the public domain through no act or omission of the receiving party, (iii) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information, or (iv) is disclosed to the receiving party by a third party that was not bound by a confidentiality obligation to the disclosing party.
- (c) Each party's Confidential Information may only be used by the other party in order to fulfill its rights and obligations under this Agreement. Each party agrees to use commercially reasonable efforts, and at least the same degree of care that a party uses with respect to its own Confidential Information, to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, or transfer of possession of such information. Confidential Information of a disclosing party may be disclosed by the receiving party solely to the receiving party's officers, employees, agents, insurers and professional advisers who have a "need to know" and have been informed of the confidential nature of the Confidential Information, provided that such third parties are not competitors of Amadeus with respect to the Subscription Products and/or Services and are bound to confidentiality and non-disclosure obligations consistent with this Agreement. Without limiting the generality of the foregoing, neither party will permit any of its personnel to remove

any proprietary or other legend or restrictive notice contained or included in any material provided by the discloser and the recipient shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. Each party may disclose the existence and terms of this Agreement and each Order, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party.

- (d) If the receiving party is required by a lawful order from any court, or any body empowered to issue such an order, to disclose the Confidential Information of the disclosing party, the receiving party shall promptly notify the disclosing party of any such order, so that the disclosing party may take reasonable steps to limit further disclosure, including obtaining a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, the receiving party is compelled as a matter of law to disclose the Confidential Information of the disclosing party, the receiving party will disclose only the part of such Confidential Information as is required by law to be disclosed. Upon termination of this Agreement, each party shall promptly return or destroy all of the other party's Confidential Information in its possession and provide written certification of such return or destruction.
- (e) If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **7. Proprietary Rights in Subscription Products.**

- (a) Amadeus and its third party licensors own all right, title and interest in: i) all Subscription Products and all software text, graphics, images, audio and visual information, online tutorials, documents, specifications, and materials made

available to Customer hereunder, and all intellectual property embodied therein (collectively "**Amadeus IP**"); and ii) any recommendations, suggestions, enhancement requests, ideas, or other information related to Amadeus' Subscription Products or Services, including any Amadeus IP ("**Feedback**"). Customer hereby grants Amadeus a worldwide, perpetual, non-exclusive, and fully paid royalty free license to any Feedback provided by Customer and acknowledges Amadeus is free to use any such Feedback for any purpose without payment or restriction. Nothing in this Agreement shall be construed or interpreted as implying any transfer and/or assignment of any intellectual property rights, including the copyright, in any Subscription Product. Customer shall not (and shall not permit any employee, agent, or other third party): i) to remove or alter any copyright notices or other proprietary legends contained in any Amadeus IP; ii) reproduce, display, prepare derivative works, or distribute any Amadeus IP except as expressly permitted by this Agreement; iii) analyze, disassemble, decompile, reverse engineer, translate, convert, or apply any procedure or process to any Amadeus IP in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listing for any Amadeus IP or any trade secret information or process contained therein; iv) create Internet "links" to any Amadeus IP; v) reproduce, distribute, "frame", or "mirror" any part of any Amadeus IP on any other computer system; vi) access or copy any Amadeus IP in order to build a similar or competitive product or service; vii) license, sublicense, resell, rent, assign, transfer, disclose or otherwise make accessible or available any Subscription Product (or access thereto) or any Amadeus IP to any third party; viii) use any Amadeus IP to operate a service bureau or otherwise provide any Amadeus IP services to any third party; or ix) use any Subscription Product or any Amadeus IP in violation of any law or regulation, including United States export control laws and associated regulations. Customer is responsible for all activity occurring through its User Accounts. Customer shall promptly notify Amadeus of any known or suspected breach of security or use of any Amadeus IP in

breach of this Agreement or breach of security (including unauthorized use of User Accounts).

## 8. Customer Data and Proprietary Rights.

- (a) Customer is responsible for acquiring, maintaining, and paying all costs for computer systems, telecommunication services, and all other hardware or software necessary to use the Subscription Product. Customer will comply with all data privacy laws of the United States and such other governments as are applicable to the Subscription Products. All information input by Customer into or using the Subscription Product, including information regarding Customer's Property, ("**Customer Data**") will be treated as proprietary to Customer and may be Customer's Confidential Information. Customer hereby grants to Amadeus a fully paid up, irrevocable, perpetual, worldwide license to copy and use Customer Data and all other information collected about or from Customer, Subscription Product users, their representatives, and trading partners: i) to fulfill Amadeus' obligations under this Agreement; and ii) as permitted by Amadeus' Privacy Policy available on the Web Site. In the event of loss or corruption of Customer Data, Amadeus' liability is limited to using commercially reasonable efforts to restore Customer Data within the Subscription Product to the status of Amadeus' most recent uncorrupted back-up of the Subscription Product database. Notwithstanding the foregoing or anything in Section 8, Amadeus may (i) compile and use aggregated or anonymized information and data obtained through use of the Subscription Products; (ii) analyze, evaluate, create derivative works of, and otherwise develop market intelligence statistical information from Customer Data; and (iii) disclose, distribute, and sublicense any statistical information in an aggregate form; provided, however, that Amadeus does not disclose any non-public personal information or use such information or data in violation of applicable laws.
- (b) Amadeus maintains administrative, physical, and technical safeguards to help protect the security, confidentiality and integrity of Customer Data in accordance with Amadeus' privacy policy and in

accordance with applicable privacy laws and regulations. Customer acknowledges that Amadeus is not responsible for the privacy, security or integrity of Customer Data that is transmitted or stored outside of the Subscription Product.

- (c) Amadeus reserves the right to place reasonable limits on the amount of disk storage capacity for Customer Data. In the event that Customer's storage use exceeds storage limitations set forth herein or in the Order Form, Amadeus may automatically invoice Customer for the additional storage at the then applicable rate, which shall be due thirty (30) days from receipt of invoice.
- (d) Customer acknowledges that Amadeus may irretrievably delete all Customer Data thirty (30) days following expiration or termination of the Subscription Term. Customer is responsible for extracting all Customer Data, or making arrangements with Amadeus for extraction of Customer Data in accordance with this paragraph. Upon termination of the Subscription Term by either party, Amadeus shall, if so requested in writing by Customer within thirty (30) days of the expiration or termination date and so long as Customer is not in default of any of its obligations under this Agreement, make available to Customer (within fifteen (15) business days of the request) Customer Data in a file format reasonably selected by Amadeus. Notwithstanding anything to the contrary herein, with respect to Customer's breach of this Agreement for nonpayment of an undisputed invoice, Customer agrees and acknowledges that Amadeus has no obligation to return or retain Customer Data, and may delete such Customer Data, if Customer has failed to pay any outstanding undisputed invoice when due, and such breach has not been cured within sixty (60) days notice.
- (e) In the event Customer Data is provided by Amadeus with any portion of Amadeus's proprietary software, such as a database schema, such proprietary software shall be Confidential Information pursuant to this Agreement.

## **9. Termination.**

- (a) Customer may terminate the Subscription Term for any Subscription Product (i) by providing written notice if Amadeus is in

material default of any of its obligations under this Agreement or any Order(s) and fails to cure such default within thirty (30) days after receiving written notice from Customer specifying the default, or (ii) by providing notice in accordance with the terms and conditions of the Order under which such Subscription Product was purchased of any applicable renewal Subscription Term(s).

- (b) Amadeus may suspend or terminate this Agreement and/or the Subscription Term for any Subscription Product by providing written notice:
  - (i) If Customer is in material default of any of its obligations under this Agreement or any Order(s), and fails to cure such default within thirty (30) days after receiving written notice from Amadeus specifying the default;
  - (ii) If Customer is delinquent on payment to Amadeus for Support, Services, Subscription Products, travel and expenses or any other outstanding invoice to Amadeus or an Amadeus "Affiliate"; and/or
  - (iii) If Customer undergoes an Insolvency Event. Insolvency Event shall mean: i) Customer terminates, liquidates or dissolves its business or disposes of substantially all of its assets; ii) Customer voluntarily, or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding which is not dismissed without prejudice within sixty (60) days; or iii) Customer fails to generally pay its debts as they become due.
- (c) Expiration or termination of the Subscription Term for a Subscription Product automatically terminates Customer's license to use the Subscription Product. Customer will (i) immediately discontinue use of the Subscription Product; (ii) at Amadeus' option, return or destroy (and certify such destruction) all documentation and Amadeus Confidential Information; (iii) remove any software provided by Amadeus hereunder from any devices owned or controlled by Customer; and (iv) upon Amadeus' request, provide written certification of compliance with the foregoing.

- (d) Each party's rights and obligations set forth in Section 4 (for amounts accruing prior to expiration or termination), Sections 5 through 12 inclusive, and Sections 13(a), (b), (c), (d), (i), (j), (k), (l), (m), and (n) survive expiration or termination of each Subscription Term and this Agreement.

#### **10. Representations and Warranties/Other Obligations.**

- (a) Customer represents and warrants that (i) it has the authority to (a) enter into this Agreement ; (b) grant Amadeus the licenses and permissions described herein; (ii) it has obtained and will maintain all necessary approvals and consents from any persons or entities that have a proprietary interest in the information in Customer's Subscription Product database/instance to enable Amadeus to perform its obligations hereunder; (iii) all registration information provided by Customer is true, complete, and accurate, and Customer will notify Amadeus of any changes and keep such information true, complete and accurate for the Subscription Term; and (iv) Customer Data will not infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- (b) Customer will not use the Subscription Products in a manner that is contrary to its rights under this Agreement, that violates any law, or that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious.
- (c) Customer will (i) make all disclosures to all persons to whom Customer sends messages using the Subscription Products and (ii) obtain all necessary consents from such persons, as may be required by applicable law and by Customer's policies or agreements with consumers.
- (d) Amadeus represents and warrants that (i) it has full power and authority to enter into the Agreement and provide the Subscription Product, (ii) it will perform any services hereunder in a professional and workmanlike manner, (iii) that the Subscription Product(s) will perform substantially in conformance with the online help documentation under normal use and circumstances, and (iv) it will

comply with laws application to Amadeus in its capacity as a provider of the products and services covered by this Agreement.

- (e) EXCEPT FOR THE EXPRESSED REPRESENTATIONS AND WARRANTIES DESCRIBED IN THIS SECTION, BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, INTEROPERABILITY, OR SECURITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. AMADEUS DISCLAIMS ANY WARRANTY REGARDING THE USE OF DATA EXTRACTED FROM A DATABASE GENERATED BY A SUBSCRIPTION AMADEUS DOES NOT WARRANT THAT THE SUBSCRIPTION PRODUCTS WILL BE OPERATE UNINTERRUPTED OR ERROR-FREE, OR ACHIEVE ANY RESULTS EXPECTED BY CUSTOMER. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, AMADEUS WILL NOT AND DOES NOT PURPORT TO PROVIDE ANY LEGAL, TAXATION, OR ACCOUNTANCY ADVICE UNDER THIS AGREEMENT OR IN RELATION TO THE SERVICES OR THE SUBSCRIPTION PRODUCTS.

#### **11. Intellectual Property Infringement.**

- (a) Amadeus will defend or settle, at its own expense, any action brought against Customer alleging any Subscription Product infringes upon or misappropriates any patent, copyright, trademark or other proprietary enforceable rights. Amadeus will pay all costs and damages finally awarded in any such action or any settlement amounts agreed to by Amadeus. Amadeus' obligations under this section are subject to Customer: i) providing prompt written notice of the claim; ii) granting Amadeus sole control of the defense and settlement of the claim; iii) not performing any action prejudicial to Amadeus' ability to defend the claim; and iv) providing cooperation and information reasonably requested by Amadeus. Amadeus shall not be liable hereunder for any settlement made by Customer, without Amadeus' advance written approval, or for any award from any action in which

Amadeus was not granted control of the defense.

- (b) Amadeus has no liability for any claim based on: (i) use of any Subscription Product in violation of this Agreement; ii) any combination of the Subscription Product with software, hardware, or other materials not provided or specified by Amadeus; iii) compliance by Amadeus with designs, plans or specifications furnished by or on behalf of Customer where such compliance gave rise to the infringement claim; (iv) continued use of any Subscription Product after Amadeus recommends discontinuation because of possible or actual infringement; or (v) use of a superseded or altered release of any Subscription Product if the infringement would have been avoided by use of a current or unaltered release of the Subscription Product made available to Customer.
- (c) If use of any Subscription Product is enjoined, or if Amadeus reasonably believes that use of any Subscription Product may be enjoined, Amadeus may, at its option, (a) obtain the right for Customer to continue using the Subscription Product; or (b) replace or modify the Subscription Product so it is no longer infringing, or if neither (a) nor (b) can reasonably be accomplished, (c) terminate the Customer's license to use the Subscription Product and issue a pro-rata refund of the Subscription Fees prepaid for the time period following the date of termination.
- (d) This Section states Customer's exclusive remedy and Amadeus' entire liability for any claim of infringement of any intellectual property rights of any kind.

## 12. Force Majeure.

Except for the obligation of payment, neither party shall be liable for non-performance caused by circumstances beyond their reasonable control including, but not limited to, strikes or labor unrest, delay in transportation, delay in delivery by suppliers, fire, civil disobedience, wars, acts of governments, unavailability of power or other utilities, criminal acts of third parties (including crimes affecting computers, networks or systems, computer-related extortion, fraud and forgery, and unauthorized access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of viruses

and worms, denial of service attacks, invasion of privacy, cyber-spying and illegal hacking) or acts of nature ("**Force Majeure Events**") In the event Force Majeure Events prevent use of the Subscription Product for more than ten (10) consecutive days, Customer's sole remedy is to terminate the Subscription Term applicable to the Subscription Product on thirty (30) days prior written notice to Amadeus. In such case, neither party will be liable for penalties or damages arising out of a failure to perform under this Agreement. However, in such event, Amadeus shall provide Customer a pro-rata refund of any prepaid but unused Subscription Fees. This Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

## 13. Limitation on Liability.

- (a) The parties agree that, to the fullest extent permissible under law, in no event shall a party be liable to the other for any consequential, indirect, special or punitive damages, or any damages for loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, lost profits, lost savings, loss of use or loss or corruption of data, database or software) howsoever arising out of this Agreement or with respect to the Subscription Product(s), whether in contract, tort, negligence, breach of statutory duty or other form of action even if the loss or damages were foreseeable or the party has been apprised of the possibility of such loss or damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy.
- (b) The parties agree that except for (a) the amounts payable to Amadeus hereunder, (ii) sums owed for indemnity obligations under Section 11 (iii) damages due to personal injury or property damage, (iv) damages due to a party's willful misconduct, and (v) damages for breaches of confidentiality (not including damages for Data Breach which is dealt with separately below), the total liability of either party to the other for damages under this Agreement, including damages for Data Breach, arising out of or relating to the provision, access to and/or use of (x) a Subscription Product will not exceed the prior twelve (12) months of Subscription Fees paid by Customer to

Amadeus for such Subscription Product less any damages paid out for prior liability events, for any and all claims in the aggregate arising out of or relating to such Subscription Product, and (y) a Service, will not exceed the fees paid or payable by Customer to Amadeus for such Service, for any and all claims in the aggregate arising out of or relating to such Service. For clarification, any claim that may be characterized as both a Data Breach and a breach of Section 6 (Confidentiality), shall be subject to the caps stated in subsection (x) and (y) of this paragraph.

Under no circumstances shall Amadeus incur any liability on account of claims arising out of or relating to any extraction of data from a database generated by a Subscription Product to the extent that extraction is performed by any party other than Amadeus.

#### **14. Miscellaneous.**

- (a) Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.
- (b) When the term "including" or "includes" is used in this Agreement, it means "including (or includes), without limitation" unless otherwise indicated.
- (c) The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of the same or other right or provision thereof, and no waiver shall be effective unless made in writing.
- (d) Customer shall comply with all current export and import laws and regulations of the United States and such other governments as are applicable to the Subscription Products. Customer hereby certifies that it will not directly or indirectly, export, or re-export, the Subscription Products in violation of United States laws and regulations.
- (e) "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party, or any parent company, affiliate, or subsidiary of a party, as of the date on which, or at any time during the period for which, the determination of affiliation is being made. As used herein, the term

"control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, whether through ownership of voting securities or interests, by contract, or otherwise.

- (f) "Data Breach" means Amadeus' failure to maintain standard data security procedures in accordance with generally accepted industry standards and as otherwise required under applicable data and privacy laws, which results in the destruction, loss, and/or unauthorized access to and/or use of any Customer Data processed through any Subscription Product or Service.
- (g) Customer may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by contract, by operation of law, by merger, stock, asset sale or otherwise, without the prior written consent of Amadeus, such consent not to be unreasonably withheld. Amadeus may assign this Agreement with advance written notice to Customer. Any purported assignment in violation of this Section shall be void.
- (h) The parties are independent contractors and nothing in this Agreement shall be deemed to make either party an agent, fiduciary, employee, partner or joint venturer of the other party. Neither party shall have the authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- (i) . Legal notices and consents required by this Agreement must be in writing and will be deemed delivered five (5) business days after they are sent by first class mail to the address shown above and, in Amadeus' case, to the attention of the Legal Department.
- (j) If this Agreement is posted on Amadeus' Web Site, Amadeus may revise the terms of this Agreement from time to time at Amadeus' discretion by placing revised terms on the same Web Site or by providing notice to Subscriber as described herein. The revised Agreement will become effective and replace previous versions only upon the next renewal of the Subscriber's Subscription Term.
- (k) If any portion of this Agreement is determined to be or becomes



unenforceable or illegal, such portion will be enforced to the maximum extent permissible by law to effect the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect.

- (l) In the event of a conflict between the terms of this Agreement and any Order, the terms of the Order shall prevail with respect to that Order.
- (m) This Agreement shall be governed by the laws of the jurisdiction where Amadeus' above office is located, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act 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 shall be subject to the exclusive jurisdiction of courts within in

the State of New Hampshire. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The arbitrators will be strictly bound to apply all warranty disclaimers and limitations of liability in this Agreement.

- (n) This Agreement, together with any Exhibits, Order Forms, and Amendments, constitutes the final and entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior or contemporaneous oral and written communications between the parties with respect thereto. Amadeus's third party suppliers are an intended beneficiary. Except as otherwise set forth in an Exhibit or Order Form, the parties agree that this Agreement cannot be altered, amended or modified, except by a written Amendment signed by an authorized representative of both parties. It is expressly agreed that neither usage or custom nor the terms of any Customer purchase order or any other ordering document shall have any force or effect.
- (o) While this Agreement remains in effect, neither party will actively recruit, solicit or hire an employee of the other party without the other's written permission. Employees of either party are not prohibited from responding to generally advertised positions for employment.

**AMADEUS HOSPITALITY  
SUBSCRIPTION AGREEMENT**

**Exhibit A  
Service Levels  
Subscription Service - Service Level Availability**

**1. Availability**

The Subscription Products (excluding the Zingle and Sertifi Subscription Products) will be available 99% percent of the time during defined production hours ("**System Availability**") as set forth in this "Service Level Agreement" (this "**SLA**"). If Amadeus fails to meet the System Availability for three (3) consecutive months, Customer's sole remedy shall be the prompt and expeditious appointment of a member of Amadeus' executive team to resolve Customer's disputes.

System Availability is tracked and calculated monthly, as follows:

$$\frac{(Total\ Production\ Minutes - excluded) - Production\ Outage\ Minutes}{(Total\ Production\ Minutes - excluded)}$$

Where:

- *Total Production Minutes* are the total number of minutes during the production window in the month.
- *Production Outage Minutes* represent system-wide outages that are not covered under *excluded*.
- *Excluded* means the following:
  - Regular Scheduled Maintenance – Any outages during the predefined maintenance window(s), or when announced 3 days or more in advance and used for system upgrades and improvements.
  - Emergency Scheduled Maintenance – Any outages when announced 1 hour or more in advance and used for emergency repairs or upgrades that could otherwise negatively impact Customer's operations.
  - Any period of unavailability lasting less than five (5) minutes.
  - Any unavailability caused by Customer's misuse or negligence or circumstances beyond Amadeus' reasonable control, including Force Majeure Events.

Unavailability of some specific features or functions within the Subscription Product(s), while others remain available will not constitute unavailability of the Subscription Product(s), so long as the unavailable features or functions are not, in the aggregate, material to the Subscription Product(s) as a whole. Additionally, third party connectivity issues and third party downtime are explicitly excluded from the System Availability calculation.

**AMADEUS HOSPITALITY  
SUBSCRIPTION AGREEMENT**

**Additional Terms and Conditions**

**Amadeus Service Optimization Subscription Products**

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of Amadeus' proprietary online applications branded as HotSOS, PMWorks, and REX (the "**Service Optimization Application(s)**") and the associated Amadeus mobile and computer device client software ("**Client Software**") used to access the Service Optimization Application(s) (collectively, the "**Service Optimization Subscription Products**"). These additional terms are an integral part of the Order Form and are legally binding.

1. **IMAGE/ATTACHMENT DATA.** Each Service Optimization Application provides for storage of Subscriber Data for up to 50GB, excluding HotSoS Mild, which contains 5GB.
2. **DATA RETENTION POLICY.** Amadeus automatically deletes Subscriber Data after eighteen (18) months from date of upload to the Service Optimization Application. Additional time and storage may be purchased.

**AMADEUS HOSPITALITY  
SUBSCRIPTION AGREEMENT**

**Salesforce.com Subscription Products**

Pursuant to the Order Form executed by Subscriber and Amadeus, the following additional terms and conditions govern Subscriber's use of Salesforce.com ("**SFDC**") products, which includes but is not limited to Delphi.fdc (collectively the "**SFDC Subscription Products**"). These additional terms are an integral part of the Order Form and are legally binding.

1. **USER SUBSCRIPTIONS.** The SFDC Subscription Products operate on the SFDC platform (the "**SFDC Platform**") and use of SFDC Subscription Products is subject to SFDC provisioning the SFDC Subscription Products for Subscriber on the SFDC Platform. Each SFDC Subscription Product user subscription ("**User Subscription**") entitles one individual employee or agent of Subscriber (an "**Authorized User**"), to access the SFDC Subscription Products on the SFDC Platform for the duration of the Subscription Term described on the Order Form, subject to the terms of the Agreement and the applicable SFDC Service Agreement as set forth in Section 4 below. The SFDC Subscription Products may only be used online, only by Authorized Users, and only for Subscriber's internal business purposes of operating a facility owned or managed by Subscriber and for which applicable subscription fees have been paid to Amadeus (an "**Authorized Facility**").
2. **SUBSCRIPTION TERM.** Amadeus may terminate the Subscription Term, or suspend Subscriber's subscriptions to the SFDC Subscription Products if SFDC suspends or terminates Subscriber's access to the SFDC Platform.
3. **SALESFORCE.COM.** Subscriber is contracting solely with Amadeus for the provision of the SFDC Subscription Products and is not entering into a contractual relationship with SFDC. SFDC has no liability for the SFDC Subscription Products or for its continued availability. SFDC is under no obligation to provide the SFDC Subscription Products, or to refund to Subscriber, any fees paid by Subscriber, or to assume any contractual relationship with Subscriber in the event any of the SFDC Subscription Products becomes unavailable for any reason. SFDC is a third party beneficiary of this Agreement and Subscriber hereby agrees to be bound to the Salesforce Services Agreement below, which is applicable to the SFDC Subscription set forth on the Order Form.
  - a. **Platform Embedded Edition** - [www.amadeus-hospitality.com/legal/sfdc-platform-embedded-edition-oem-services-subscriptions/](http://www.amadeus-hospitality.com/legal/sfdc-platform-embedded-edition-oem-services-subscriptions/)
  - b. **Platform Embedded Edition Plus** - [www.amadeus-hospitality.com/legal/sfdc-platform-embedded-edition-plus-oem-services-subscriptions/](http://www.amadeus-hospitality.com/legal/sfdc-platform-embedded-edition-plus-oem-services-subscriptions/)
  - c. **Platform Enterprise Edition and Platform Unlimited Edition** - [www.amadeus-hospitality.com/legal/sfdc-platform-enterprise-edition-platform-unlimited-edition-oem-services-subscriptions/](http://www.amadeus-hospitality.com/legal/sfdc-platform-enterprise-edition-platform-unlimited-edition-oem-services-subscriptions/)
  - d. **Sales Cloud** - [www.amadeus-hospitality.com/legal/sfdc-service-agreement-sales-cloud-product-oem-services-subscriptions/](http://www.amadeus-hospitality.com/legal/sfdc-service-agreement-sales-cloud-product-oem-services-subscriptions/)
  - e. **Platform Embedded Edition Plus 20** - [www.amadeus-hospitality.com/terms-conditions/sfdc-platform-embedded-edition-plus-20-oem-services-subscriptions/](http://www.amadeus-hospitality.com/terms-conditions/sfdc-platform-embedded-edition-plus-20-oem-services-subscriptions/)
4. **SPECIAL PROVISION FOR SUBSCRIBERS WITH SHARED ORGS.** If the SFDC Subscription Products are being provisioned into Subscriber's existing SFDC Org, Subscriber acknowledges that (i) Subscriber's access to the Org, including the SFDC Subscription Products, may be suspended due to non-payment by the Subscriber of applicable fees to SFDC or breach of the Subscriber's agreement with SFDC, and (ii) in the event such Subscriber's relationship with SFDC is terminated as a result of non-payment or other material breach of such Subscriber's agreement with SFDC, such Subscriber's subscriptions to the SFDC Subscription Products would also be terminated and Subscriber would remain liable to Amadeus for all the SFDC Subscription Products' Subscription Fees for the duration of the Subscription Term. In no case will any such termination or suspension by SFDC give rise to any liability of SFDC or Amadeus to Subscriber for a refund or damages.
5. **RESTRICTIONS.** Subscriber shall not: i) make the SFDC Subscription Products accessible or available to any third party other than for management of an Authorized Facility; ii) use the SFDC Subscription Products to operate a service bureau or otherwise provide the SFDC Subscription Products or other services to any third party other than for management of an Authorized Facility; or iii) copy, sell, redistribute, or otherwise transfer the Subscription Products, Subscriber's access thereto, or any materials provided to Subscriber in connection with the Subscription Products. Subscriber's use of the SFDC Platform is restricted based on the SFDC platform license purchased by Subscriber as follows:

- a. **Platform Embedded Edition.** Subscriber shall not develop applications for use with the Platform Embedded Edition, or extend usage by use of additional custom objects. Subscriber's use of the SFDC Platform is limited to the objects and functionalities included in the SFDC Subscription Products and those functionalities of the SFDC Platform strictly necessary for operation of the SFDC Subscription Products. Subscriber may not use Platform Embedded Edition to run third-party applications other than the SFDC Subscription Products and ISVForce solutions made available by other SFDC resellers. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Platform Embedded Edition subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.
- b. **Platform Embedded Edition Plus.** Subscriber may develop one (1) additional application for internal use with Platform Embedded Edition Plus (a "Custom Application") and may access and create up to ten (10) additional custom objects with Platform Embedded Edition Plus ("Custom Objects"), provided that (i) the maximum number of Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus subscription is ten (10) Custom Objects (regardless of whether such Custom Objects are accessed or created in connection with the SFDC Subscription Products or the Custom Application), and (ii) the Custom Application and the Custom Objects are for use solely with the SFDC Subscription Products. Other than the permitted Custom Application, Subscriber shall not develop applications for Platform Embedded Edition Plus. Subscriber cannot extend Platform Embedded Edition Plus using additional custom objects other than the permitted Custom Objects. Subscriber's use of Platform Embedded Edition Plus is limited to the objects and functionalities included in the SFDC Subscription Products, the Custom Application and the Custom Objects. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Platform Embedded Edition Plus subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition Plus and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition Plus subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition Plus subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.
- c. **Platform Enterprise Edition and Platform Unlimited Edition.** Subscriber may develop applications for internal use with Platform Enterprise Edition or Platform Unlimited Edition subscriptions and may access and create additional custom objects, subject to the limitations for Platform Enterprise Edition and Platform Unlimited Edition OEM subscriptions (as applicable) set forth in the SFDC User Guide.
- d. **Light User Subscriptions.** Light User Subscriptions provide Users with read/write access to a maximum of one object and read access to its related objects in the SFDC Subscription Products. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Light User Subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use of Light User Subscriptions, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results the difference between the price charged by Amadeus for the applicable Light User Subscriptions and Amadeus' then-current list price for Platform Enterprise Edition or if applicable, Platform Unlimited Edition ("Full Use Subscriptions") for all of the Light User Subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Light User Subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for such Full Use Subscriptions for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

e. **Platform Embedded Edition Plus 20.** Subscriber may develop one (1) additional application for internal use with Platform Embedded Edition Plus 20 (a "Custom Application") and may access and create up to twenty (20) additional custom objects with Platform Embedded Edition Plus 20 ("Custom Objects"), provided that (i) the maximum number of Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus 20 subscription is twenty (20) Custom Objects (regardless of whether such Custom Objects are accessed or created in connection with the SFDC Subscription Products or the Custom Application), and (ii) the Custom Application and the Custom Objects are for use solely with the SFDC Subscription Products. Other than the permitted Custom Application, Subscriber shall not develop applications for Platform Embedded Edition Plus 20. Subscriber cannot extend Platform Embedded Edition Plus 20 using additional custom objects other than the permitted Custom Objects. Subscriber's use of Platform Embedded Edition Plus 20 is limited to the objects and functionalities included in the SFDC Subscription Products, the Custom Application and the Custom Objects. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Platform Embedded Edition Plus 20 subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition Plus 20 and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition Plus 20 subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition Plus 20 subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

6. **ADMINISTRATION AND SUPPORT SERVICES.** Subscriber is responsible for its own administration of the SFDC Subscription Products and Subscriber's SFDC org. SFDC will provision one administrative user for each block of fifty (50) User Subscriptions. Additional administrative user subscriptions are available at an additional charge. Support for the SFDC Subscription Products will be provided by Amadeus in accordance with Amadeus Support Policy. To provide support for the SFDC Subscription Products SFDC will provision one additional administrative user to Subscriber's Org, at no additional charge to Subscriber, for access by the Amadeus support team. SFDC does not provide Support for the SFDC Subscription Products.
7. **SUBSCRIBER DATA.** 1GB per org of storage is allotted for Subscriber's Data in the SFDC Subscription Products.

**AMADEUS HOSPITALITY  
SUBSCRIPTION AGREEMENT**

**Additional Terms and Conditions  
Zingle Subscription Product**

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of the Zingle Subscription Product, which is comprised of the Device, the Zingle Service, and the Software, as defined herein (collectively the "**Zingle Materials**"). These additional terms are an integral part of the Order Form and are legally binding. The Services Levels found on Exhibit A of this Agreement, do not apply to Zingle Subscription Products.

1. **Definitions.** Capitalized terms not defined in context shall have the meanings assigned to them below:

- (a) "**Consumers**" means Customer's end-users who use the Zingle Service to communicate with Customer and/or to order products or services from Customer.
- (b) "**Device**" means Zingle's proprietary hardware device that enables Customer to receive and process orders or requests from Consumers.
- (c) "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.
- (d) "**Non-Public Personal Information**" means personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers. Non-Public Personal Information specifically does not include all personal information required to use the Zingle Service, such as names, email addresses, and mobile phone numbers or derived information such as segments, scores, or lifecycle attributes used to make decisions within the Zingle Service.
- (e) "**Zingle Service**" means Zingle's proprietary on-demand text messaging service that enables Customer to communicate with Consumers via text messages submitted through a phone number provided by Zingle which Customer can manage through the Software and/or a Device.
- (f) "**Software**" means Zingle's proprietary web-based portal or APIs from which Customer can send and receive text messages with Consumers.

2. **Rights and Responsibilities.**

- (a) **Zingle Responsibilities.** Subject to Customer's compliance with the Agreement and these additional terms and conditions, Zingle will, during the Subscription Term: (i) make the Zingle Materials available to Customer in a manner consistent with the Agreement and generally accepted industry standards, (ii) provide basic support for the Zingle Service, and (iii) utilize software and other commercially reasonable security measures to prevent the Zingle Service from containing or transmitting Malicious Code.
- (b) **Customer's Rights.** Subject to Customer's compliance with the Agreement and these additional terms and conditions, Customer will have a non-exclusive, non-transferable and non-sublicensable right to access and use the Zingle Materials, during the applicable Subscription Term, for the sole and limited purpose of communicating with Consumers. Customer's rights to send and receive text messages via the Zingle Materials may be limited based on the level of Zingle Service identified in the applicable Order, and Customer agrees to abide by such limitations.
- (c) **Customer's Responsibilities.** Customer is responsible for all activities that occur in Customer's account(s). Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, (ii) prevent unauthorized access to, or use of, the Zingle Materials, and promptly notify Zingle of any such unauthorized access or use, and (iii) comply with all applicable laws, regulations and use guidelines while using the Zingle Materials, including, without limitation, consumer protection laws, the Telephone Consumer Protection Act and its implementing regulations, the Telemarketing Sales Rule, and all state laws governing email and text message communications. Customer is responsible for providing the network connection, mobile service, carrier charges, and any other hardware and software necessary to use the Zingle Materials. The Platform is licensed for consented-to communications only and Customer will not use the Platform to send communications to any purchased lists or other numbers obtained from lead generators. Customer may not rely on any templates, samples, or other materials or information provided by Zingle as being legally compliant. Customer must rely on Customer's own legal counsel for legal advice.
- (d) **Use Guidelines.** Customer shall use the Zingle Materials solely for Customer's own internal business purposes and shall not-(i) upload to, or store within the Zingle Service (and the Customer Data shall not

contain) any Non-Public Personal Information, (ii) send via the Zingle Service or store within the Zingle Service any infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful, discriminatory or tortious material, including material that is harmful to children or violates third party privacy rights, (iii) send via the Zingle Service any unsolicited commercial or non-commercial communication, (iv) send via the Zingle Service, upload to the Zingle Service, or store within the Zingle Service any Malicious Code, (v) perform or fail to perform any act which would result in a misappropriation or infringement of Zingle's intellectual property rights in the Zingle Materials, (vi) use or permit use of the Zingle Materials by anyone under the age of 13, or (vii) perform any act that could disable, overburden, or impair the proper working or appearance of the Zingle Materials, such as a denial of service attack or interference with page rendering Device operation.

(e) **License to Customer Data.** Customer grants Zingle a limited license to use the Customer Data in connection with providing Customer access to the Zingle Materials.

3. **Proprietary Rights.** Customer understands and agrees that (i) the Zingle Materials are protected by copyright and other intellectual property laws and treaties, (ii) Zingle and/or its suppliers own the copyright, and other intellectual property rights in the Zingle Materials, (iii) the Zingle Materials are licensed, and not sold.
4. **Term and Termination.** The Agreement, including these additional terms and conditions, and/or a Subscription Term may be terminated by mutual written agreement of the parties.
5. **Customer Indemnification Obligations.** Customer will indemnify, defend and hold Zingle, and its subsidiaries, affiliates, officers, agents and employees (collectively, the **Zingle Indemnitees**) harmless from and against any and all claims, liabilities, costs, damages, expenses and losses, including, without limitation, reasonable legal and accounting fees, arising out of any third party claim, including claims by Consumers, brought against the Zingle Indemnitees related to Customer's use of the Zingle Materials, Customer's violation of this Agreement, Customer's failure to secure any required consent or to provide information relating to Customer's use of the Zingle Materials, or Customer's violation of any rights of a third party through Customer's use of the Zingle Materials.
6. **Disclosure of Customer Status.** Zingle may include Customer in its listing of customers and, upon written consent by Customer, announce Customer's selection of Zingle in its marketing communications.



**AMADEUS HOSPITALITY  
MASTER SUBSCRIPTION AGREEMENT**

**Additional Terms and Conditions**

**Amadeus Channel Manager – RezExchange Subscription Product**

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of the Amadeus Channel Manager – RezExchange Subscription Product (the "**RezExchange Subscription Product**"), which provides the possibility to show rates and availability through interfaces with OLTA, ODD, PMS, web reservation module and RezExchange extranet. These additional terms are an integral part of the Order Form and are legally binding.

**Article 1 Definitions**

GDS	A worldwide computerized reservations network as a central point of access for reservations of hotel rooms, airplane seats, rental cars, and other related travel products by travel agents. Examples of a GDS system include, Galileo/Apollo, Worldspan, and Amadeus GDS
Interface	The coupling between two electronic systems;
Irregularities	Matters that prevent Customer from making rates and availability available on one or more channels purchased by Customer through the RezExchange Subscription Product and / or on one or more GDS representation services which are provided by Amadeus;
Live date	Date on which Customer has access to the licensed Interfaces;
ODD / HCD	Online Distribution Database / Hotel Content Database: a product of Pegasus Solutions Inc., consisting of a database with hotel profiles which can be requested by third parties. For these hotels rates and availability are provided real time;
OLTA (OTA)	Online Travel Agent: websites from Online travel agents which provide reservation services for hotel rooms, airplane tickets and related products;
PMS	Property Management System: A management and reservations system for the Hospitality sector;
Transaction	An electronic sent mutation with a receiving party as its destination;

**Article 2 Installation, Implementation and training**

2.1 In the event that Customer has selected an Interface with the PMS, if available, an Interface can be realized between the PMS of Customer and the RezExchange Subscription Product distribution platform. Through this Interface, rates and availability are sent to the RezExchange Subscription Product distribution platform and to the PMS of Customer.

All Interfaces are two-way, allowing prices and availability to be loaded in the different connected channels and reservations through these channels to be loaded into the PMS. In processing all transactions the aim is a maximum handling duration of 10 minutes.

In the event that Customer has chosen a connection with the GDS and / or ODD parties Amadeus will create a profile for each hotel in all required systems. Amadeus will also configure the communication between the distribution platform of Amadeus and the selected systems.

2.2 If Customer does not have a PMS that Amadeus is able to create an Interface with, Customer will be able to provide prices and availability in the RezExchange extranet.

2.3 Amadeus will make every reasonable effort within a reasonable period after signing the Agreement to communicate with the channels listed in the Order Form.

- 2.4 In consultation with Customer, an implementation plan shall be developed which can reasonably be met by both parties. All third party Interface providers shall need to provide cooperation for the compliance with this Article 2.
- 2.6 In the event that the agreed schedule cannot be met due to the fact that a third party cannot or will not comply with the realization of the work required, Customer will be informed accordingly and the planning will be jointly adjusted.
- 2.7 Training in the use of the RezExchange Subscription Product or the RezExchange extranet will be provided through specific written instructions. In addition, Amadeus offers technical support in accordance with the Support Policy.

### **Article 3 PCI-DSS compliance**

- 3.1 The RezExchange Subscription Product is PCI-DSS compliant according to the specifications of the PCI Council.
- 3.2 Amadeus does not guarantee PCI compliancy of any third party hardware and/or software, regardless of whether Amadeus suggested the use of such hardware and/or software.
- 3.3 Customer is responsible for the security of its own infrastructure according to the specifications of the PCI council.
- 3.4 Credit Cards should not be entered into free form text fields.

### **Article 4 Liability/Indemnification**

- 4.1 By using the GDS representation services Customer is responsible for maintaining the rates and availability in the extranet and / or if there is a link with the PMS, in the PMS. All reservations via the GDS and Pegasus ODD / HCD systems are made at the rate and terms available at the time of making the booking and must be accepted. In case of overbooking, transferring the guest to alternative accommodation is subject to the acceptance of the alternative accommodation by the guest. Customer is responsible to arrange for alternative accommodations of at least similar quality and rate. When the rate of the alternative accommodation is higher, the difference should be paid by Customer. The cost of a telephone call and the transport to the alternative location should be paid by Customer.
- 4.4 Reservations made through GDS / Pegasus ODD / HCD are generally made through travel agents. These parties calculate a commission to the host hotel (Customer). This commission can vary, but is typically 10% of the booked reservation. Settlement of this commission is between Customer and corresponding travel agents without the intervention of Amadeus. If Customer wishes to use an automated commission processing service of a third party, Amadeus can provide a regular data transmission to this party on request of Customer and on payment of a fee.

**AMADEUS HOSPITALITY  
MASTER SUBSCRIPTION AGREEMENT**

**Additional Terms and Conditions**

**Amadeus Property Management System Subscription Product**

Pursuant to the Order Form executed by Subscriber and Amadeus, the following additional terms and conditions govern Subscriber's use of the cloud-native Amadeus Property Management System, the Cloud Platform, Hardware, eLearning, Implementation Services, Account Management (collectively the "**PMS Subscription Product**"). These additional terms are an integral part of the Order Form and are legally binding.

**Article 1 – Definitions**

<b>Account Management</b>	means operational remote assistance by Amadeus to assist Users with use of the PMS Subscription Product;
<b>Cloud Platform</b>	means Microsoft Windows Azure datacenters and components that host the PMS Subscription Product;
<b>Data Dump</b>	means User specific reservation, account and individual data from the PMS Subscription Product as stored in the Cloud. A Data Dump is delivered in the proprietary Amadeus XML format.
<b>Distribution Services</b>	means the distribution of property rates and inventory to third party Online Travel Agents (OTA) and, optionally, Global Distribution Systems (GDS) and the Pegasus Hotel Content Database (HCD).
<b>eLearning</b>	means the online courses that Amadeus has created to help train Users with the use of the PMS Subscription Product;
<b>Hardware</b>	means the Amadeus Orange Box, which acts as a hardware gateway between property based systems and the PMS Subscription Product in the Cloud;
<b>Implementation Service</b>	means off-site and on-site consultancy by an Amadeus-certified professional to configure the PMS Subscription Product and to provide on-site training services;
<b>Technical Support</b>	means technical assistance by Amadeus and third party professionals

**Article 2 – Cloud Platform**

- 2.1 Amadeus uses the Microsoft Windows Azure PaaS and other services as its platform.
- 2.2 The following Azure services are used:
  - (a) Azure Cloud Services – used to run the individual PMS Subscription Product processes;
  - (b) Azure Virtual Network (optional) – required by some of the branded chain Central Reservation Systems (CRS);
  - (c) Azure Service Bus – facilitates the communication between the various layers and instances of the Software;
  - (d) Azure SQL Database – underlying database for the PMS Subscription Product;
  - (e) Azure Storage – used for various types of storage, like certificates; and
  - (f) Azure Websites – used to host the Html5 client of PMS Subscription Product.

**Article 3 – PMS Subscription Product**

- 3.1 The PMS Subscription Product is developed for use in a hotel and resort environment
- 3.2 For each release of the PMS Subscription product, a minimum set of functionality is defined, which provides the base features that will continue to be available in future releases.
- 3.3 Amadeus will update the PMS Subscription Product from time to time, maintaining the minimum functionality in each release

- 3.4 Large account customers or hotel brands operating at least 50 properties with the PMS Subscription Product are automatically invited to join the Amadeus Power User Board (APUB). Other customers may apply to become a member of the APUB by taking one of the limited seats available. Amadeus may implement an annual election process to distribute available seats to non-qualifying APUB candidates.

#### **Article 4 – Hardware**

- 4.1 Amadeus does make available proprietary Orange Box hardware to facilitate the interface between on-site systems, like PABX, pay-per-view, point-of-sale and keycard systems.
- 4.2 Hardware remains the property of Amadeus.
- 4.5 Hardware not returned or returned damaged will be charged to Subscriber.

#### **Article 5 – eLearning**

- 5.1 Amadeus makes available distance learning tools as a part of the Services.
- 5.2 eLearning is available to all Users.
- 5.3 Prior to using the PMS Subscription Product, Users will have to successfully complete all relevant eLearning modules for their role, as defined by Amadeus.
- 5.4 Amadeus will update eLearning for new releases of the PMS Subscription Product when necessary.

#### **Article 6 – Implementation Services**

- 6.1 Amadeus offers remote Implementation Services, for a fee, to build and configure the PMS Subscription Product.
- 6.2 Amadeus offers on-site Implementation Services, at a fee, to finish-up eLearning, oversee data entry, connect property interfaces and provide go-live assistance.
- 6.3 A minimum amount of Implementation Services is mandatory before the Subscriber or Subscriber's Users may use the PMS Subscription Product.
- 6.4 The number of implementation days are agreed upon between the Parties as part of the implementation schedule and set forth on the Order Form.
- 6.5 Any third party cost with regards to changes in the implementation schedule will be borne by the requesting party.

#### **Article 7 – Account Management**

- 7.1 Amadeus offers Account Management to Subscriber and Users.
- 7.2 Account Management includes support and coaching to help Users make better use of the PMS Subscription Product.
- 7.3 Every User will be assigned an Account Management contact.
- 7.4 Only Users that have successfully completed the relevant eLearning modules may contact Account Management.

#### **Article 8 – Technical Support**

- 8.1 Amadeus offers Technical Support to Subscriber in accordance with the Support Policy.

#### **Article 9 – Payment card security**

- 9.1 Amadeus requires the use of Point-to-Point (P2P) data encryption equipment to prevent the flow of unencrypted payment card data through the Cloud Platform and the PMS Subscription Product.
- 9.2 Point-to-Point encryption is supported by Amadeus for multiple payment processing gateways.
- 9.3 In case the Subscriber elects not to use a payment processing gateway, then the use of an external tokenization service is required at the expense of Subscriber.

#### **Article 10 – Article 10 Data Dump**

- 10.1 Article 10 Data Dump:
- (a) A Data Dump in Amadeus' proprietary XML format is available for download at noon on the first day of a Subscription Term renewal at no additional charge.
  - (b) Data Dumps are available at other times for a fee, which would be mutually agreed upon by the parties in an Order Form.

**AMADEUS HOSPITALITY  
MASTER SUBSCRIPTION AGREEMENT**

**Additional Terms and Conditions**

**Sertifi Terms and Agreements for Amadeus Hospitality  
End-User Terms of Use**

Customer acknowledges that the following End-User Terms of Use ("End-User Terms") apply only to the Sertifi online software application set forth on any applicable Order Form ("Sertifi"). The parties agree that in the event that any terms in the Master Subscription Agreement conflict with the terms set forth herein, these End-User Terms shall govern solely with respect to Customer's use of the Sertifi product.

1. **Services.** During the term of the Order Form Sertifi shall provide to Customer an internet web-based closing automation solution which allows the Users thereof to create, send, and present to third party email addresses requests for electronic signatures, facilitate document exchange and collaboration on documents, allows Users to electronically sign documents or fax handwritten signatures and facilitate secure transactions to a payment gateway to collect and process payments for the Products offered by Customer via the Software provided by Sertifi (hereinafter referred to as the "Services").
2. **Enforcement of Electronic Signatures.** The Services are limited to delivery of documents and capturing and applying electronic and handwritten signatures to documents. Sertifi provides E-Sign Act (Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq.) and UETA (Uniform Electronic Transactions Act) compliant solutions that enables its Customers and their End Users to send and sign documents securely with the same legal equivalency of a handwritten signature. Certain types of documents are excluded from electronic signature laws and various agencies and certain laws may have promulgated specific regulations that apply to electronic signatures and electronic records. The Customer has the sole obligation to determine the enforceability of any particular document signed with an electronic signature, the risks as to the identity of the users signing with the use of electronic signature, to provide each party to a consumer transaction with any disclosure or explanation required by law concerning the utilization of electronic signatures and the use of the Services, to provide paper copies of documents if requested, and to draft its documents to accommodate enforcement of the terms of the documents when signed with electronic signatures. Sertifi does not make and none of its employees, agents or representatives are authorized on behalf of Sertifi to make any representation or warranty as to the enforceability of any document signed with an electronic signature or facsimile signature nor as to coverage of any document under legislation, legality of legislation, or suitability of its Services or enforceability of documents or transactions that pass through its Services.
3. **Rules, Policies and Procedures.** Sertifi may promulgate certain rules, policies and procedures for the use of the Services and Customer shall abide by those rules, policies and procedures for the use of the Services disclosed from time to time by Sertifi to Customer.
4. **Right to Services.** The rights of Customer to the use of the Services are personal to Customer and neither those rights nor the Order Form shall be transferred, sold, licensed, leased, assigned, conveyed or otherwise permitted to be used, in whole or in part, to or by any person or entity other than Customer without the express written consent of Sertifi which consent may be conditioned or withheld for any reason or no reason in the sole and absolute discretion of Sertifi. Any transfer of substantially all of the assets of the Customer or a transfer of more than one-half of the shares of stock or other equity interest in the Customer shall be deemed an attempted un-permitted transfer of the Order Form.
5. **Data Security, ID, Passwords, Signed Documents and Disclosure of Data.** Sertifi has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act, and the U.S.-EU Safe Harbor Framework.
  - (a) Sertifi shall comply with reasonable industry standards precautions to not disclose Data to persons not a party to the Order Form; except (i) as convenient or necessary to perform the Services, (ii) as convenient or necessary for Sertifi's internal record keeping, internal reporting and support purposes, (iii) to third parties bound by a confidentiality agreement to view Data only for the purpose of assessing Sertifi for a possible acquisition, (iv) a transfer of substantially all of the assets of Sertifi, and (v) as required by law, court order, subpoena, judicial or governmental administrative request or order, or to prosecute or defend the rights of Sertifi in a legal action.

- (b) Sertifi shall provide mechanisms to provide to Customer information on the alleged identity of the End User signing documents using the Services; such as, email address, captured IP address of End User. Notwithstanding the foregoing, Sertifi does not guaranty nor warrant the identity of any End User. Customer agrees to be solely responsible to determine the identity of the End User and to assess the risk as to the End User with whom the Customer is transacting with and under what terms and as to the trustworthiness of the other parties to its transactions.
- (c) Sertifi utilizes industry standard hashing methods to hash signed documents and makes those hash values available enabling customers to validate the integrity of documents signed and stored through its service. Sertifi shall not be responsible for integrity of documents, for example only and not by way of limitation, for copies stored locally or download and forwarded by Customer or Customer closes its account with Sertifi and its documents and audit trails have been deleted from the server of Sertifi and /or the storage period outlined in Section 11 below has expired. This statement of lack of responsibility shall not be construed to impose liability upon Sertifi for the integrity or encryption of documents or Signature Stamps while in the Service or on the server of Sertifi.
- (d) Customer acknowledges that the Service relies on e-mail notifications to alert Users of signature requests and other information. Customer agrees that Sertifi is not responsible for Users failure to receive or send e-mails.
6. **Lawful Use, Ethical and Moral Use.** Customer agrees to use and to cause its End Users to use the Services only for lawful and ethical purposes. Customer shall not and shall cause its End-Users not to send unsolicited advertising, viruses or other harmful data using the Services or the Sertifi software or the Sertifi server. In the event Sertifi reasonable believes that Customer or any of its End Users are not in compliance with this provision, Sertifi may (i) immediately suspend Service to the Customer and (ii) may terminate the Order Form upon notice to Customer and (iii) may report unauthorized use to law enforcement authorities. Further, in the event Sertifi reasonable believes Customer or any of its End Users are not in compliance with this provision, Sertifi may delete from its servers all non-compliant information.
7. **Storage of Information.** Sertifi shall allow the Customer to download its documents from the Sertifi server at no additional charge to Customer for up to twelve (12) months after a document is signed and the audit trail information for up to twelve (12) months after a document is uploaded to the Services or Sertifi Server. The Customer and Sertifi may agree by a separate writing and the payment by Customer of an additional charge to extend the storage of document and audit information for up to (7) seven years after a document is signed as long as the account is active and Customer continues to pay for the annual extended storage services charge. Thereafter, Sertifi may delete from its server all documents, audit trails, Data and any other information pertaining to Customer and its activity on the Sertifi server and its use of the Services. Sertifi does not guaranty that it shall store documents, audit trails, Data or any other information thereafter and Customer shall be responsible to make copies of all such information.
8. **Service Availability.** Sertifi shall use its reasonable commercial efforts to make available to the Customer and its End Users the Services. Customer agrees that factors beyond the reasonable commercial control of Sertifi may cause the Services to be unavailable to Customer and its End Users. In addition, Sertifi frequently updates software, backs up Data and performs maintenance during which times the Service will not be available to the Customer and its End Users.
9. **Intellectual Property.** The Service contains service marks, trademarks, copyrighted material, text, graphics, logos, images, software and icons and other intellectual property as well as proprietary information and confidential information owned by or under license to or otherwise controlled by Sertifi (hereinafter sometimes referred to as "Intellectual Property"). Customers shall not use and shall cause its End Users not to use the Intellectual Property except for the sole purpose of using the Services for their intended purpose. In particular and in limitation of the obligation of this provision, Customer shall not and shall cause it End Users not to use the name "Sertifi" except for the sole purpose of using the Services for their intended purpose.
10. **Disclaimer of Warranties.** NOTWITHSTANDING ANY PROVISION OF THE ORDER FORM TO THE CONTRARY, THE SERVICE IS SUBSCRIBED AND USED BY AND PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. NEITHER SERTIFI, NOR ANY OWNER, MEMBER, MANAGER, EMPLOYEE, AGENT AND/OR PROVIDER OF THE SERVICE, MAKES ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, OR THE HARDWARE OR SOFTWARE UTILIZED OR ACCESSED IN CONNECTION WITH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTY THAT PROVISION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. SERTIFI FURTHER DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN. SERTIFI DOES NOT WARRANT THE SERVICE OR THAT ANY OR ALL ERRORS IN THE SERVICE WILL BE CORRECTED. SERTIFI DOES NOT WARRANT THAT INFORMATION, DATA OR DOCUMENTS WILL NOT BE LOST, TAMPERED WITH OR DELETED. NO OBLIGATION, WARRANTY, REPRESENTATION OR COURSE OF DEALINGS

STANDARD SHALL ARISE OUT OF SERTIFI PROVIDING OR NOT PROVIDING THE SERVICE. IN FURTHERANCE HEREOF AND WITHOUT LIMITATION, USE OF THE SERVICE AND THE HARDWARE AND SOFTWARE UTILIZED OR ACCESSED IN CONNECTION WITH THE SERVICE IS AT CUSTOMER'S SOLE RISK.

11. **Limitation of Liability.** IN NO EVENT SHALL SERTIFI OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICE BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, PRESENT AND FUTURE, THE COST OF COVER OR LOSS OF USE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OR REGULATION, FAILURE OF CONSIDERATION, OR OTHER BASIS, ARISING OUT OF THE PROVISION OF THE SERVICE HEREUNDER.

IN FURTHERANCE OF THE FOREGOING AND WITHOUT LIMITATION, SERTIFI WILL HAVE NO LIABILITY FOR DATA STORED OR USED WITH THE SERVICE, INCLUDING COSTS OF REPAIRING, REPLACING, OR RECOVERING SUCH DATA. WITHOUT LIMITATION OF ANYTHING SET FORTH IN THE ORDER FORM, CUSTOMER FURTHER AGREES THAT SERTIFI SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSION(S), ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSIONS, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF DATA, AND/OR FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ANY SUCH ACTS, OMISSIONS OR EVENTS, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, PRESENT AND FUTURE, THE COST OF COVER OR LOSS OF USE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OF REGULATION, FAILURE OF CONSIDERATION, OR OTHER BASIS.

CUSTOMER ALSO AGREES THAT SERTIFI IS NOT RESPONSIBLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY THIRD PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. UNDER NO CIRCUMSTANCES SHALL SERTIFI AND/OR ANY SUBCONTRACTOR HIRED BY SERTIFI TO ASSIST SERTIFI WITH PROVIDING THE SERVICE BE HELD RESPONSIBLE OR LIABLE FOR SITUATIONS WHERE ANY DATA TRANSMITTED, STORED OR COMMUNICATED IN CONNECTION WITH THE SERVICE IS ACCESSED BY THIRD PARTIES THROUGH ILLEGAL OR ILLICIT MEANS OR MEANS NOT AUTHORIZED BY SERTIFI, INCLUDING SITUATIONS WHERE SUCH DATA IS ACCESSED THROUGH THE EXPLOITATION OF SECURITY GAPS, WEAKNESSES OR FLAWS (WHETHER KNOWN OR UNKNOWN TO SERTIFI AT THE TIME) WHICH MAY EXIST IN THE SERVICE AND/OR THE HARDWARE AND SOFTWARE UTILIZED AND/OR ACCESSED IN CONNECTION WITH THE SERVICE. IF CUSTOMER IS DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF SERVICE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINDS THE TERMS OF THIS SECTION UNENFORCEABLE OR OTHERWISE IMPOSES LIABILITY UPON SERTIFI IN FAVOR OF CUSTOMER, SERTIFI SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE E-SIGN ROOM ONE-TIME SOFTWARE SERVICE SET-UP FEE PLUS THE E-SIGN ROOM ONE-TIME CUSTOMIZATION SET-UP FEE PLUS THREE MONTHS OF THE MONTHLY SERVICE FEE.

15. **Indemnification.** Customer and Sertifi agree that they will indemnify and hold harmless each other, all of its affiliated or parent or subsidiary companies or corporations, and all of the aforesaid entities' officers, directors, and employees from and against any loss, liability, claim, or expense (including reasonable costs of investigation and reasonable attorneys' fees) arising out of any breach by Customer or Sertifi of any of its material obligations, representations, or warranties contained in the Order Form or arising from Customer's or Sertifi's negligence, gross negligence, or willful misconduct.
16. **Witness Charges.** In the event Sertifi or any of its employees or other agents are called to testify as a witness or called to provide as a witness any documentation or information in a judicial or administrative proceeding in which the Customer or its End User is a party and Sertifi is not a party, Customer shall pay Sertifi a per diem fee equal to one hundred and fifty percent of the compensation paid by Sertifi to employee(s) who work on the production of the testimony or provide the documentation or information plus all travel, lodging and meal expenses of such employee(s).
17. **Entire Agreement and Effect of Partial Invalidity.** The Order Form and the exhibits and attachments hereto constitute the entire agreement between Sertifi and the Customer and supersedes all prior agreements and understandings and representations and warranties, whether oral or written. The invalidity of any portion of the Order Form will not, and shall not, be deemed to affect the validity of any other provision. In the event that any

provision of the Order Form is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

18. **Section Headings.** The titles to the Sections of the Order Form are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Order Form.
19. **No Party to be Deemed Draftsman.** If an ambiguity shall appear in the Order Form, such ambiguity shall not be resolved by interpreting the Order Form against any party as the draftsman. The language of the Order Form shall be interpreted simply according to its fair meaning.
20. **Relationship of the Parties.** The Order Form shall neither be construed as creating a relationship of principal and agent between the parties to the Order Form, nor creating a partnership, joint venture or association of any kind between the parties. It is the purpose and intent hereof to create only a contractual relationship between the parties.
21. **No Waiver.** The failure of any party to the Order Form to insist upon the performance of any of the terms and conditions of the Order Form, or the waiver of any breach of any of the terms and conditions of the Order Form, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.