

Amadeus Service Optimization Service Terms

This Order Form and the incorporated service terms ("**Service Terms**") sets forth the terms by which Amadeus makes its Amadeus Service Optimization subscription products available for Customer's use (collectively, the "**Subscription Products**"). These Service Terms form a binding agreement (the "**Agreement**") between Amadeus and Customer and governs Customer's use of the Amadeus Subscription Products listed on this Order Form.

1. **USER SUBSCRIPTIONS.**

- a. Use of any Subscription Product is licensed, not sold. Subject to compliance with the Service Terms, Amadeus grants Customer, a nontransferable, nonexclusive right to access and use the Subscription Products purchased under an Amadeus order form ("**Order Form**"), solely for the duration of the **Subscription Term**, as set forth in each applicable Order Form and only for Customer's internal business purposes of operating a facility owned or managed by Customer and for which applicable subscription fees have been paid to Amadeus (an "**Authorized Facility**"). The Subscription Products may only be used by employees and agents of Customer who are authorized by Customer to access the Subscription Products on Customer's behalf ("**Authorized Users**"). The maximum number of Authorized Users, and the maximum number of rooms (if the Subscription Products are licensed on a per room basis) ("**Authorized Rooms**"), shall not exceed the quantities purchased under each applicable Order Form. Each Authorized User must have a unique user ID and password combination in order to use the Subscription Product ("**User Account**"). User Accounts may not be shared by multiple users or transferred. New User Accounts may be set up for new Authorized Users in replacement of existing User Accounts provided that the collective quantities of active Authorized Users does not exceed the licensed quantities under the Order Forms signed by and between the parties for the use of the Subscription Products.

2. **SUBSCRIPTION TERMINATION.** All orders are non-cancellable. Amadeus may terminate the Subscription Term, or suspend Customer's access to the Subscription Product: i) if applicable undisputed Subscription Product fees have not been paid; or ii) if Customer is in material breach of this Order Form or the Service Terms. Amadeus will promptly notify Customer of any suspension and will work with Customer in good faith to resolve the issue(s) which prompted suspension. In no event will any such termination or suspension give rise to any liability of Amadeus to the Customer for a refund or damages. Amadeus reserves the right to assess applicable reconnection costs, if any, in the event the suspension results from Customer's failure to pay the applicable Subscription Product fees or Customer's intentional violation of this Order Form or the Service Terms. Termination and/or suspension is without prejudice to other remedies available to Amadeus for any violation of this Order Form by Customer. Upon termination of the Subscription Product term, Customer will immediately discontinue use of the Subscription Product and, at Amadeus' option, return or destroy all documentation. Within ten (10) days of termination, Customer will remove any software provided by Amadeus in connection with the Subscription Product from any devices owned or controlled by Customer.

3. **AVAILABILITY – SERVICE LEVEL**

The 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:

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

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 acts of God, acts of government, war, embargoes, flood, fire, earthquakes, disasters, civil unrest, acts of terror, strikes or other labor problems (other than those involving Amadeus' employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software, or power systems not within Amadeus's possession or reasonable control, and network intrusions or denial of service attacks ("**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.

4. **RESTRICTIONS.** Customer shall not: i) remove or alter any copyright notices or other proprietary legends contained in the Subscription Products; ii) disassemble, decompile, or reverse engineer the Subscription Products; iii) create Internet "links" to the Subscription Products; iv) reproduce, distribute, "frame", or "mirror" any part of the Subscription Products on any other computer system; v) access or copy the Subscription Products in order to build a similar or competitive product or service; vi) make the Subscription Products accessible or available to any third party other than for management of an Authorized Facility; vii) use the Subscription Products to operate a service bureau or otherwise provide the Subscription Products or other services to any third party other than for management of an Authorized Facility; viii) copy, sell, redistribute, or otherwise transfer the Subscription Products, Customer's access thereto, or any materials provided to Customer in connection with the Subscription Products; or ix) use the Subscription Products 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 represents and warrants that 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. Customer shall promptly notify Amadeus of any known or suspected breach of security or use of the Subscription Products in breach of this Agreement (including unauthorized use of User Accounts). Customer shall promptly notify Amadeus of any known or suspected breach of security or use of the Subscription Products in breach of these Service Terms or breach of security (including unauthorized use of User Accounts).
5. **FEES AND PAYMENT.** Customer agrees to pay Amadeus for the Services and Subscription Products identified on the Order Form in accordance with the invoicing terms agreed to in the Order Form. Unless otherwise set forth in this Order Form, the Subscription fees for the Subscription Products will be at Amadeus' prevailing Subscription Product fees. All sales will be billed in U.S. dollars unless otherwise specified in the Order Form. Undisputed past due amounts bear interest at 1.5% per month or the maximum permitted by law, whichever is less. All fees are exclusive of, and Customer will pay, all taxes, levies, or duties imposed by taxing authorities, excluding taxes based solely on Amadeus' net income. Customer acknowledges that Amadeus schedules resources in advance and that Amadeus could incur significant expenses, including downtime of those resources, if scheduled Services are

canceled, delayed, or rescheduled by Customer within thirty (30) days of the scheduled Service date. As such, in the event of any such cancellation, delay, or rescheduling, and Amadeus is unable to reschedule the resources to a chargeable project for an alternative customer, Amadeus may: i) assess a cancellation fee of eighty percent (80%) of the total price of the scheduled Service and charge Customer for any non-refundable airline fees, change fees or other nonrefundable travel and related expenses incurred by Amadeus due to Customer's cancellation, delay or rescheduling of the scheduled Services.

6. ADMINISTRATION AND SUPPORT SERVICES.

- a. Support for the Subscription Products will be provided by Amadeus in accordance with Amadeus Support Policies available on Amadeus' Support Portal (the "**Support Policy**"). 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' website.
- b. Amadeus may develop and provide updates to the Subscription Products ("**Updates**") in its sole discretion, but has no obligation to develop and provide Updates. In the event that a Subscription Product is discontinued Amadeus will provide a minimum of twelve (12) months notification before the Subscription Product will no longer be available.

7. **CUSTOMER DATA.** Customer is responsible for acquiring and maintaining computer systems and telecommunication services necessary to use the Subscription Products. All information input into the Subscription Product ("**Customer Data**") is proprietary to Customer. The Subscription Product provides for storage of Customer Data for eighteen (18) months. Additional storage is available for an additional charge. Amadeus reserves the right to revise or modify its general practices and procedures regarding storage of Customer Data. In the event of loss or corruption of Customer Data, Amadeus' liability is limited to restoring Customer Data within the Subscription Product(s) to the status of Amadeus' most recent uncorrupted back-up of the Subscription Product database. Amadeus maintains administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in accordance with the Service Optimization Application Technical and Organizational Methods (available upon request) and in accordance with privacy laws and regulations applicable to Amadeus and the Subscription Products. Customer hereby grants to Amadeus, a fully paid up, irrevocable, perpetual, worldwide license to copy and use Customer Data: i) to fulfill Amadeus' obligations under this Agreement; and ii) to compile aggregate with information from other sources, analyze, evaluate, create derivative works of, and otherwise develop market intelligence statistical information from Customer Data, and to have any of the foregoing done for Amadeus, and to disclose, distribute, and sublicense any statistical information but only in an anonymized and aggregate form, provided, however, that Amadeus does not disclose Customer Confidential Information, non-public personally identifiable information of the Customer or Customer's customers, or use such information or data in violation of the terms of this Agreement or any applicable laws and regulations that are applicable to Amadeus and the Subscription Product, including but not limited to U.S. federal and state laws, and the General Data Protection Regulation of the European Union.

8. **AMADEUS RIGHTS.** Amadeus and its third party licensors own all right, title and interest in: i) the Subscription Products 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); and ii) any recommendations, suggestions, enhancement requests, ideas, or other information related to any of Amadeus' products or services ("**Feedback**"). Customer hereby grants Amadeus a non-exclusive fully paid up 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.

9. **WARRANTIES.** Amadeus warrants that (i) it has full power and authority to enter into the Agreement and provide the Subscription Product, (ii) each of Amadeus' employees or contractors assigned to perform any services hereunder shall have the proper skill, training, and background so as to be able to perform the service in a competent and professional manner, and will perform the Services in compliance with applicable laws, and that (iii) the Subscription Products will perform substantially in conformance with the online help documentation under normal use and circumstances. Amadeus does not warrant that the Subscription Products will operate uninterrupted or error-free, or achieve any

results expected by Customer. EXCEPT FOR THE EXPRESSED WARRANTIES DESCRIBED IN THIS SECTION, AMADEUS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Customer warrants that it has the authority to enter into this Agreement with Amadeus on behalf of itself and each other person or entity with a proprietary interest in the information in Customer's sales and catering system database/instance; and to grant Amadeus the licenses and permissions described herein and to otherwise bind all such persons and entities to the Service Terms and Order Form terms.

10. **LIMITATION OF LIABILITY.** Each party will be liable only for actual direct damages incurred as a direct result of either party's gross negligence or willful misconduct. Neither party has any liability for any indirect, consequential, or punitive loss, damage or expense, including any loss of data, revenue, profits or use, even if advised of the possibility of such loss or damage. Except for Amadeus' liability pursuant to Section 10, in no event will either party's aggregate liability exceed the fees paid, or payable, by Customer in a rolling twelve month period.
11. **INFRINGEMENT INDEMNIFICATION.** Amadeus will defend or settle, at its own expense, any action brought against Customer alleging the Subscription Product or Customer's use of the Subscription Product infringes any patent, copyright or other proprietary right enforceable in the United States. Amadeus will pay all costs and damages finally awarded in any such action. 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, at Amadeus' expense. Amadeus has no liability for any claim based on use of the Subscription Products: i) in violation of this Agreement; or ii) in combination with other software or hardware not provided by, or specified by, Amadeus. If use of the Subscription Products is enjoined despite Amadeus' commercially reasonable efforts to procure rights to continue operating the Subscription Product or modify the Subscription Product to make it non-infringing, Amadeus may terminate the Subscription Term and issue a refund of a prorated portion of the Subscription Product fee paid that is applicable to the portion of the Subscription Term following termination. This Section states Amadeus' entire liability for any claim of infringement of any intellectual property rights of any kind.
12. **AMENDMENT.** This Agreement, together with any 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. 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.
13. **NOTICE.** Amadeus may provide notices to Customer by email, mail, or courier, in each case to Customer's email or postal address as recorded in Amadeus' account information. Notices to Amadeus must be sent by mail or courier to Amadeus Hospitality Americas, Inc. 75 New Hampshire Avenue, Portsmouth NH 03801, attention Legal Department or Hospitality.Legal@Amadeus.com. Notices sent by email will be effective 24 hours after emailing unless Amadeus receives notice that the email was not delivered. Other Notices are effective upon receipt.
14. **CONFIDENTIALITY.**
 - a. Amadeus' Subscription Products and the associated components (including but not limited to software code, routines, algorithms, database structure and associated triggers and stored procedures, data dictionaries, user interface conventions and design patterns), corresponding documentation, the terms and pricing under this Agreement and any other business, operational or technical information provided by Amadeus hereunder 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), (collectively "**Confidential Information**") is valuable information that is proprietary to Amadeus (or to the third party licensors) and represents and constitutes trade secrets and unpublished copyrighted material. Customer agrees to maintain

the confidentiality of such Confidential Information and to only use such information to carry out its rights and obligations under this Agreement. For avoidance of doubt, Amadeus' business and technical methodologies, procedures, techniques and processes shall also constitute Confidential Information hereunder.

- b. Amadeus agrees to maintain the confidentiality of all business, operational and other information provided by Customer to Amadeus hereunder that is marked or otherwise identified as confidential or proprietary (or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosure), (also referred to herein as **Confidential Information**), and will only use such Confidential Information to carry out its rights and obligations under this Agreement.
- c. The confidentiality obligations of the parties set forth in this Section 14 shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information, or (iii) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the disclosing 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.

15. **GOVERNING LAW AND ARBITRATION.** This Agreement will be governed by the laws of the jurisdiction of the location of the Amadeus entity entering into this Agreement ("**Location**"), 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 the Location. All other disputes regarding this Agreement shall be subject to the exclusive jurisdiction of courts within the Location. 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.

16. **MISCELLANEOUS.** This Agreement consisting of these Service Terms and the applicable Order Form are the final and complete agreement between the parties with respect to Customer's use of the Subscription Product. 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, such consent not to be unreasonably withheld. Amadeus may assign this Agreement with advance written notice to Customer or to an affiliate or a successor in interest of the Subscription Product 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 and Customer. The failure of Amadeus to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.