

**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.