

**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 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.