

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 Customer 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 Customer and governs Customer’s use of the Subscription Products in 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 and Modern Life Cycle Policy.

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 and necessary 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 in accordance with Amadeus Travel and Expense Policy.

- (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 and Customer will mutually agree to proceed 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. Upon request of Customer and if applicable, Amadeus will provide separate invoices directly to each Property, but Customer is responsible for all Subscription Fees and Services Fees and any other financial obligations of the Properties related to Subscription Products and Services.
- (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.

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 and Amadeus 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.
- (b) Customer hereby grants to Amadeus the right to copy, aggregate and use Customer Data and all other information collected about or from Customer, Subscription Product users, their representatives, and trading partners and to fulfill Amadeus' obligations under this Agreement. Notwithstanding the foregoing or anything in Section 8, Customer grants Amadeus a license to compile and use aggregated and/or anonymized information and data obtained through use of the Subscription Products for any lawful commercial purposes; provided, however, that Amadeus does not disclose any non-public personal information or use such information or data in violation of applicable laws.
- (c) 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.
- (d) Amadeus reserves the right to place reasonable limits on the amount of disk storage capacity for Customer Data.
- (e) 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.

- (f) 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:
 - (x) 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;
 - (y) 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
 - (z) 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; ; and (iii) 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 13 inclusive, and Sections 14(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 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 applicable to Amadeus in its capacity as a provider of the Subscription 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.
- (f) Because of performance degradation and information security risks, Customer may not (and may not have a third party do so on its behalf) perform manual or automated penetration tests, vulnerability assessments, scans or similar computer system tests of any nature on Amadeus' systems without prior written approval of Amadeus.

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 prevented or delayed by 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 (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 God (hurricane, tornado, flood, earthquake) ("**Force Majeure Events**") In the event Force Majeure Events prevent provision of the Subscription Product for more than sixty (60) 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. 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. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy.
- (b) The parties agree that except for (i) 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.

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 the Subscription Product's Technical and Organization Methods ("TOM") and if a TOM is unavailable for a Subscription Product then in accordance with generally accepted industry standards 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..
- (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) 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. Customer must send notices to Amadeus via e-mail at 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.
- (j) Customer hereby authorizes Amadeus to publicly disclose that Customer is a customer of Amadeus (e.g. in customer list, commercial proposals, sales presentations, conferences etc.), including details on the Services and Subscription Product provided to Customer and use Customer's and its Affiliates brands and logos in connection with such disclosures and use Customer's name, logo, service mark, and/or trademark, as updated from time to time, Customer reserves the right to withdraw such consent, and/or change its name, logo, service mark and/or trademark, upon reasonable written notice to Amadeus. Customer agrees that Amadeus may issue a press release announcing Customer's use of the Subscription Product. Amadeus agrees to provide Customer with prior written notice of its intent to issue a press release and an opportunity for Customer to provide an executive quote and other edits or content.
- (k) 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 Customer as described herein. The revised Agreement will become effective and replace previous versions only upon the next renewal of the Customer's Subscription Term.
- (l) 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.

- (m) 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.
- (n) This Agreement shall be governed by the laws of the jurisdiction based on Customer's location:
 - 1. If Customer is located in North America, the Agreement shall be governed by the laws of the State of New York;
 - 2. If Customer is located in the European Union or the United Kingdom, the Agreement shall be governed by the laws of England;
 - 3. If Customer is located in Singapore, the Agreement will be governed by the laws of Singapore ("**Governing Jurisdiction**"), 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 the Governing Jurisdiction. All other

disputes regarding this Agreement shall be subject to the exclusive jurisdiction of courts within in the Governing Jurisdiction. 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.

- (o) 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.
- (p) 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 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:

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

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, HotSOS Housekeeping, HotSOS Mild, and PM Works (the "**Service Optimization Application(s)**") and the associated Amadeus mobile and computer device client software used to access the Service Optimization Application(s). 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 Customer Data for up to 50GB, excluding HotSoS Mild, which contains 5GB.
2. **DATA RETENTION POLICY.** Amadeus automatically deletes Customer 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 and Delphi Additional Terms

The following additional terms and conditions ("**Terms**") supplement the Agreement for Customer's use of Delphi and Delphi Select (collectively, "**Delphi**") which operate on Salesforce.com, Inc., ("**SFDC**") a third-party platform ("**SFDC Platform**"). These Terms are an integral part of the Agreement and govern in the event of a conflict with the Agreement, pertaining to Delphi and any other SFDC products licensed by Customer from Amadeus (e.g., storage or SFDC test environments).

1. **LICENSE AND USER RIGHTS.**

- a. **Users.** Each Delphi subscription ("**Delphi User Subscription**") entitles one individual user, which is limited to Customer's employees and independent contractors or "**Approved Third Party Users**", who has been supplied user identifications and passwords by Customer ("**Delphi Authorized Users**"). Customer agrees that no third parties, including but not limited to representatives, agents, vendors or consultants, will be given access to Delphi other than "**Approved Third Party Users**".
- b. "**Approved Third Party Users**" are Customer's representatives, agents, vendors, contractors that: (i) Customer has requested and received approval in writing from Amadeus to be granted a Delphi User Subscription, (ii) have executed a third-party user license with Amadeus ("**Third Party User License**") and; (iii) for whom Customer agrees to be fully liable. Customer will be required to purchase a Delphi User Subscription for each Approved Third Party Users. Customer understands and agrees that Amadeus may revoke a Third Party User License upon notice and Customer agrees to immediately terminate any applicable Approved Third Party User(s) Delphi User Subscription. For the avoidance of doubt, Customer's Management Company (as defined in Section 6 below) shall not be considered an "Approved Third Party User" and instead is subject to the requirements of Section 6 hereof.
- c. **Third Party Integrations.** If a third-party application integrates or accesses data into the Delphi custom object in SFDC (vs. a SFDC object) ("**Third Party Integration**"), Amadeus certification is required for such Third Party Integration.

2. **SUBSCRIPTION TERMINATION.** In addition to the termination rights in the Agreement, Amadeus may terminate or suspend Customer's Delphi User Subscription(s) if: (i) Customer is in material breach of the SFDC Service Agreement(s) referenced in Section 3 herein, or (ii) SFDC suspends or terminates Customer's access to the SFDC Platform. Amadeus will work with Customer in good faith to resolve the issue(s) which prompted the suspension. In no event will any such termination or suspension give rise to any liability of Amadeus or SFDC to the Customer for a refund or damages. Amadeus reserves the right to assess a reconnection fee in the event the suspension results from Customer's failure to pay the applicable Delphi fees or Customer's intentional violation of this Agreement or the SFDC Service Agreement(s). Termination and/or suspension is without prejudice to other remedies available to Amadeus for any violation of this Agreement by Customer.

3. **SALESFORCE.COM SERVICES AGREEMENTS.** Use of Delphi on the SFDC Platform is licensed, not sold. Customer agrees that SFDC's sole liability and obligations to Customer are set forth in the applicable Salesforce Services Agreement below to which Customer hereby agrees to be bound. Customer is contracting solely with Amadeus for the provision of Delphi and is not entering into a contractual relationship with SFDC. SFDC has no liability for Delphi or for its continued availability. SFDC is under no obligation to provide Delphi, or to refund to Customer any fees paid by Customer, or to assume any contractual relationship with Customer in the event Delphi becomes unavailable for any reason. Customer hereby agrees to be bound to the Salesforce Services Agreement below, which is applicable to type of Delphi User Subscription set forth on the Order Form:

- a. **Platform Embedded Edition** - 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/
- c. **Platform Embedded Edition Plus 20** - www.amadeus-hospitality.com/terms-conditions/sfdc-platform-embedded-edition-plus-20-oem-services-subscriptions/
- d. **Platform Enterprise Edition and Platform Unlimited Edition** - www.amadeus-hospitality.com/legal/sfdc-platform-enterprise-edition-platform-unlimited-edition-oem-services-subscriptions/
- e. **Sales Cloud** - www.amadeus-hospitality.com/legal/sfdc-service-agreement-sales-cloud-product-oem-services-subscriptions/

4. **SPECIAL PROVISION FOR CUSTOMERS WITH SHARED SFDC ORGS.** If Delphi is being provisioned into Customer's existing SFDC Org, Customer acknowledges that: (i) Customer's access to the Org, including Delphi, may be suspended due to

non-payment by the Customer of applicable fees to SFDC or breach of the Customer's agreement with SFDC, and (ii) in the event such Customer's relationship with SFDC is terminated as a result of non-payment or other material breach of such Customer's agreement with SFDC, such Customer's subscriptions to Delphi would also be terminated and Customer would remain liable to Amadeus for all Delphi 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 Customer for a refund or damages.

5. RESTRICTIONS. Customer's use of the SFDC Platform is further restricted based on the SFDC platform license type purchased by Customer, as follows:

- a. Platform Embedded Edition.** Customer shall not develop applications for use with the Platform Embedded Edition or extend usage by use of additional custom objects. Customer's use of the SFDC Platform is limited to the objects and functionalities included in Delphi and those functionalities of the SFDC Platform strictly necessary for operation of Delphi. Customer may not use Platform Embedded Edition to run third-party applications other than Delphi.
- b. Platform Embedded Edition Plus.** (I) Customer may develop one (1) additional application solely for Customer's internal use and subject to the limitations in Section 6 (each a "**Custom Application**") with Platform Embedded Edition Plus using up to ten (10) custom objects (each a "**Custom Object**"). The maximum number of Platform Embedded Edition Plus Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus subscription is ten (10) (regardless of whether such Platform Embedded Edition Plus Custom Objects are accessed or created in connection with Delphi or the Custom Application). (II) The Custom Application and the Platform Embedded Edition Plus Custom Objects are for use solely with Delphi. Other than the permitted Custom Application, Customer shall not develop applications for Delphi or Platform Embedded Edition Plus. Customer cannot extend Platform Embedded Edition Plus using additional custom objects other than the permitted Platform Embedded Edition Plus Custom Objects. Customer's use of Platform Embedded Edition Plus is limited to the objects and functionalities included in Delphi, the Custom Application and the Platform Embedded Edition Plus Custom Objects.
- c. Platform Embedded Edition Plus 20.** Customer may develop one (1) Customer Application with Platform Embedded Edition Plus 20 using up to twenty (20) Custom Objects. The maximum number of Platform Embedded Edition Plus 20 Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus 20 subscription is twenty (20) (regardless of whether such Platform Embedded Edition Plus 20 Custom Objects are accessed or created in connection with Delphi or the Custom Application). The Custom Application and the Platform Embedded Edition Plus 20 Custom Objects are for use solely with Delphi. Other than the permitted Custom Application, Customer shall not develop applications for Delphi or Platform Embedded Edition Plus 20. Customer cannot extend Platform Embedded Edition Plus 20 using additional custom objects other than the permitted Platform Embedded Edition Plus Custom Objects 20. Customer's use of Platform Embedded Edition Plus 20 is limited to the objects and functionalities included in Delphi, the Custom Application and the Platform Embedded Edition Plus 20 Custom Objects.
- d. Platform Enterprise Edition and Platform Unlimited Edition.** Subject to the restrictions in Section 5(b)(II), Customer may develop one Custom Application for use with Platform Enterprise Edition or Platform Unlimited Edition 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.
- e.** Customer understands that the above limitations in Sections 5a-d are contractual in nature (i.e., the functionality itself may not be disabled as a technical matter) and Amadeus or SFDC may audit Customer's use of Delphi or the SFDC Platform, including use of any Customer Objects and Custom Applications. Should any audit reveal any unauthorized use, Customer agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, for the cost of the audit plus the difference between the price charged to the Customer for its then licensed Delphi User Subscription(s) and Amadeus' then-current list price for Platform Enterprise Edition or Platform Unlimited Edition, beginning with earlier of the date of the first violation or the most recent Subscription Term through the end of the then current Subscription Term ("**Prohibited Use Penalty**"). This Subscription User type will apply to all Renewal Subscription Terms. Furthermore, if the audit reveals any unauthorized use other than excess licenses or Custom Objects, Customer will cease all such unauthorized use within thirty (30) days of written notice, which includes removal, disabling or other de-activation of any connection, activity, data or other unauthorized actions taken via the SFDC Platform, Delphi or any Customer Application or Custom Object. If Customer does not take the requested action, Customer understands and agrees that Amadeus may take any and all actions via its Users to implement such requirements directly or suspend Customer's access to Delphi and the SFDC Platform. Customer further agrees that Amadeus will have no liability directly or indirectly for any action or suspension of any access taken to enforce the terms of this Agreement if Customer has not remediated as required within the thirty (30) day period. Customer further understands that its obligations include to disconnect all third party access from any unauthorized activity and to securely delete all data derived from such unauthorized use and to require all third parties with whom such data was shared to do so as well within the required notice period.
- f.** For any ISVForce solutions, Customer must contract directly with a ISVForce SFDC Reseller to license users for the use of the ISVForce solution.

6. ADDITIONAL TERMS OF USE.

- a.** Amadeus is not responsible for and will have no liability to Customer, its Delphi Subscription Users, or any Approved Third Party Users for: (i) any use of Delphi or the SFDC Platform that is not expressly authorized in this Agreement, (ii) any activity or functionality in the SFDC Platform other than to the extent enabled directly by Amadeus for Delphi generally for all customers, (iii) any "Customizations" (as defined below), (iv) any SFDC-provided connections and applications, including through the Salesforce AppExchange or connections to Delphi enabled by Customer (collectively, "**Connections**"), or (v) the SFDC Platform. For clarity, Connections available through SFDC will not be deemed to be enabled or certified solely by virtue of Amadeus use, enablement or provision of the SFDC Platform in connection with Delphi.
 - b.** Customer is responsible for all Customizations and Connections.
 - c.** Unless Customer is authorized in writing by Amadeus in an amendment or change order hereto, Customer will not nor will it permit or enable a third parties to access, cache, disclose or export, directly or indirectly, any data in Delphi to a third party or otherwise permit, enable or facilitate any action or omission resulting in the circumventing of the terms of this Agreement, including the process for online booking of meeting space, usage of data or other activity associated with the bookings or fees set forth in the applicable Order Form.
 - d.** Customer will defend, indemnify and hold harmless Amadeus and its Affiliates from and against claims arising from or related to: (i) any use of Delphi or the SFDC Platform by Customer, a Customer-owned or managed property, or their respective Authorized Users or their third parties other than authorized herein; (ii) Customizations, (iii) Connections, (iv) violation of these Terms, or (v) in the event Amadeus consents to inclusion of a non-Customer owned or managed property in Customer's Org, such property's (or its users') acts or omissions set forth in (i)-(iv) of this paragraph.
 - e.** "**Customizations**" means Customer's: (i) creation, modification, or repurposing of any object, any field or other customization within Delphi or the SFDC Platform; (ii) any changes to or overrides of the Delphi's default settings, including but not limited to, the default record-level security configuration (OWD); or (iii) the removal or deactivation of an integration user account, in each case by Customer, its users, or its third parties.
 - f.** Customer shall not permit any property not owned or managed by Customer, or users and third parties of any such property, access to or use of Customer's SFDC Org without Amadeus' prior written consent.
 - g.** If Customer is under management by a third party ("**Management Company**") and the Management Company is a user of Delphi or is the corporate administrator of Delphi for the Customer's Org, the Management Company must sign an agreement with Amadeus for its use of Delphi.
 - h.** If Customer is a Management Company, before adding a property to the Customer's Org, Customer must agree to the Terms on behalf of the property unless such property executes its own agreement with Amadeus.
- 7. ADMINISTRATION AND SUPPORT SERVICES.** Customer is responsible for its own administration of Delphi and Customer's SFDC Org. SFDC will provision one (1) administrative user for each block of fifty (50) Delphi User Subscriptions, for Customer's use. Additional administrative user subscriptions are available at an additional charge. Support for Delphi will be provided by Amadeus in accordance with Amadeus Support Policy. To allow Amadeus to provide support to Customer for Delphi, SFDC will provision one additional administrative user to Customer's Org, at no additional charge in order for the Amadeus support team to access Customer's Org. SFDC does not provide Support for Delphi.
- 8. STORAGE.** Each Delphi Org is automatically allotted 10GB of storage. Additional storage may be purchased through Amadeus by Customer per org of storage is allotted for Customer's Data in the SFDC Subscription Products.

**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 Customer and Amadeus, the following additional terms and conditions govern Customer'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

Account Management	means operational remote assistance by Amadeus to assist Users with use of the PMS Subscription Product;
Cloud Platform	means Microsoft Windows Azure datacenters and components that host the PMS Subscription Product;
Data Dump	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.
Distribution Services	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).
eLearning	means the online courses that Amadeus has created to help train Users with the use of the PMS Subscription Product;
Hardware	means the Amadeus Orange Box, which acts as a hardware gateway between property based systems and the PMS Subscription Product in the Cloud;
Implementation Service	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;
Technical Support	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 Customer.

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 Customer or Customer'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 Customer 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 Customer 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 Customer elects not to use a payment processing gateway, then the use of an external tokenization service is required at the expense of Customer.

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.