

CUSTOMER CONTENT AGREEMENT

This Customer Content Agreement (“**Agreement**”) are between Gary Jonas Computing Ltd., d/b/a Leonardo (“**Leonardo**”) and “**Customer**”. Leonardo may update this Customer Content Agreement from time to time and Customer shall have thirty (30) days from the date that any such updated Agreement is published on the URL to accept or decline the new Agreement. Customer acknowledges and agrees that, if Customer does not notify Leonardo in writing of its non-acceptance during such 30-day period, then the new Agreement shall be deemed accepted by Customer.

1. Definitions.

- 1.1 “**Customer**” means the legal hotel company that entered into an agreement with Amadeus IT Group S.A. or one of Amadeus’s subsidiary companies (“**Amadeus**”).
- 1.2 “**Customer Agreement**” means the agreement between Customer and Amadeus for the provision of the VScape Service and into which this Customer Content Agreement is incorporated.
- 1.3 “**Customer Content**” means the digital still images and related textual captions, descriptions, categories and other metadata, in each case, depicting or relating to Customer’s hotel.
- 1.4 “**VScape Service**” means the web-based digital asset management and distribution system and service contracted separately between Amadeus IT Group S.A. and Leonardo for the benefit of Customer as more fully described in such agreement (the “VScape Service Agreement”).
- 1.5 “**VScape Service Agreement**” means that certain VScape Order Form & Agreement, dated December 4, 2020, agreement between Amadeus IT Group S.A. and Leonardo under which Amadeus has contracted for the VScape Service for the benefit of Customer and other client hotels.

2. License for Distribution of Customer Content to Leonardo Distribution Partners.

Customer grants Leonardo a license to use, copy, store, modify (including standardize, optimize, crop or otherwise reformat for distribution), distribute, broadcast, perform and display (publicly or otherwise) the Customer Content for the purpose of providing the VScape Service during the term of this Agreement and a further period of sixty (60) days thereafter regardless of whether the Customer Content is uploaded by Customer or by Amadeus on Customer’s behalf. Further, Customer grants to each Distribution Partner (as defined below) (including their affiliated websites) a limited sublicense to: (i) similarly broadcast, perform and display Customer Content during the term of Agreement and a further period of sixty (60) days thereafter; and (ii) in the case of the GDSs (Amadeus, Galileo, Sabre and Worldspan), to use, copy, store, modify (including standardize, optimize, crop or otherwise reformat for distribution), distribute, broadcast, perform and display (publicly or otherwise) the Customer Content to their respective affiliates and other electronic channels powered by the GDSs. Any third-party website or other electronic distribution channel to which Leonardo distributes, broadcasts or otherwise at any time displays any Customer

Content is referred to herein as a "Distribution Partner".

If Customer chooses to cease distributing, broadcasting or otherwise displaying any Customer Content on any given Distribution Partner(s), then Leonardo will use commercially reasonable efforts to cease the display of such Customer Content on such Distribution Partner(s) within thirty (30) days following receipt of Customer's written request.

3. Limitation.

Leonardo makes no warranties or guarantees of any kind with respect to usage statistics, levels of impressions or "hits" which will be obtained by any Customer Content.

Leonardo reserves the right not to distribute any Customer Content that Leonardo deems, in its reasonable discretion, not to be suitable or appropriate for distribution to Leonardo's Distribution Partner(s).

4. Customer Content Rights and License. By uploading, directly or indirectly, or otherwise providing any Customer Content for distribution, Customer represents and warrants to Leonardo (and acknowledges that Leonardo is relying upon such representations and warranties) that:

(1) Customer is the owner of all intellectual property rights and other proprietary rights in and to the Customer Content or has all necessary rights to grant to Leonardo the license described in Section 2;

(2) The Customer Content will not infringe upon the intellectual property rights of any third party; and expressly grants Leonardo a limited, revocable, non-exclusive, royalty-free, worldwide, license to: use, copy, store, modify (including standardize, optimize, crop or otherwise reformat for distribution, distribute, broadcast, perform and display (publicly or otherwise) during the term of the Agreement and a further period of 60 days thereafter any Customer Content provided by the Customer to Leonardo for marketing and distribution; grant limited sub-licenses to Leonardo Distribution Partners (including their affiliated websites) to permit them to similarly broadcast, perform and display during the term of Agreement and a further period of 60 days thereafter any Customer Content provided to them by Leonardo on behalf of the Customer; and in the case of the GDSs (Amadeus, Galileo, Sabre and Worldspan), grant them on behalf of the Customer such standard license to use, copy, store, modify (including standardize, optimize, crop or otherwise reformat for distribution), distribute, broadcast, perform and display (publicly or otherwise) as they require from any hotel that wishes to distribute digital still images through them to their respective affiliates and other electronic channels powered by them.

(3) the Customer Content will not contain any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation, any Customer Content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law; and

(4) Customer will not intentionally introduce into the VScape Service any viruses, worms, time bombs, Trojan horses, or other harmful, invasive or malicious code, files, scripts, agents or programs.

This Section 4 will survive termination of the Agreement.

5. Confidentiality. During the term of this Agreement, Customer and Leonardo may exchange Confidential Information (as defined below). The parties acknowledge that all rights to the Confidential Information are reserved by the disclosing party, and the receiving party may not disclose the Confidential Information to anyone other than to such party's employees, contractors and subsidiaries (collectively, "Personnel") with a need to know and who are bound by confidentiality obligations substantially similar to those in this Agreement provided, further, that (a) neither party may disclose any Confidential Information to any competitor of the disclosing party or use the Confidential Information other than to perform its obligations in the Agreement, without the prior written consent of such disclosing party and (b) the receiving party will ensure that its Personnel comply with this Agreement. Notwithstanding the foregoing, either party may disclose the Confidential Information if and to the extent required by applicable law or valid court order, so long as the receiving party promptly advises the disclosing party of the required disclosure prior to the submission of information to any third party or federal, state or local governmental agency, and uses all reasonable efforts to narrow the scope of such disclosure. For purposes of this paragraph, "Confidential Information" means any non-public information provided by the disclosing party to the other party (other than Photos and related Metadata), including, without limitation, the terms and conditions of the Agreement, business plans, product plans, marketing strategies, and other sensitive business information not generally known to others in the same industry and which may confer some competitive value on the disclosing party. Notwithstanding the foregoing, "Confidential Information" shall not in any event include information or material that: (a) was in the public domain when communicated to the receiving party; (b) enters the public domain through no fault of the receiving party; (c) was in the receiving party's possession free of any obligation of confidence when communicated to the receiving party; (d) is rightfully communicated to the receiving party by a third party free of any obligation of confidence to the disclosing party; or (e) is developed by or on behalf of the receiving party independently of and without reference to any of the disclosing party's Confidential Information. The receiving party will notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of the Agreement by the receiving party. The receiving party will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of such Confidential Information and prevent its further unauthorized use. The receiving party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the disclosing party's written request. The receiving party acknowledges that disclosure or use of Confidential Information in violation of this Section 5 of the Agreement may cause irreparable harm to the disclosing party for which monetary damages may be difficult to ascertain or an

inadequate remedy. The receiving party therefore agrees that the disclosing party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Section 5 of the Agreement. The receiving party's obligations with respect to the Confidential Information will survive for three (3) years following termination of the Agreement.

6. Indemnity. Customer shall indemnify, defend and hold Leonardo, its affiliated companies, and their respective, directors, officers, shareholders, employees, subcontractors and agents harmless from and actual third party claims, damages, liabilities, costs and related expenses arising out of a breach of Customer's warranties in Section 4 of the Agreement. Leonardo will (i) promptly notify Customer in writing after receipt of notification of any such claim; and (ii) allow Customer to assume sole control over the defense of such claim and all related settlement negotiations, provided, however, that Customer shall not settle any such claim if the settlement (a) does not fully and unconditionally release Leonardo from all liability relating to the claim, or (b) adversely impacts the exercise of rights granted to Leonardo under this Agreement, unless Leonardo agrees to such settlement in writing.

7. Limitation of Liability. EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS OR DISCLOSURE OF THE VSCAPE SERVICES IN VIOLATION OF SECTION 5, (1) NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL, LOSS OF REVENUE OR PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT, AND (2) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, EXCEED US\$500.00.

8. Term. This Agreement shall automatically terminate upon the earlier of (a) the termination of the Customer Agreement or (b) termination of the VScape Service Agreement.

9. General.

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all previous negotiations and communications between the parties. The Agreement may not be modified except in writing signed by both parties.

9.2 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

9.3 Severability. If any provision contained herein or part thereof is determined to be void or unenforceable in whole or in part by a court of competent jurisdiction, such invalid provision or part thereof shall be deemed not to affect or impair the validity or enforceability of any other provision or part thereof contained herein, all of which remaining provisions or parts thereof shall be and remain in full force and effect.

- 9.4 Waiver. No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights of obligations under this Agreement.
- 9.5 Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to choice or conflicts of law rules. The parties exclude the operation of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim between the parties shall be instituted in (a) United States District Court of the Southern District of New York (to the extent it has subject matter jurisdiction, or (b) the Commercial Division of the Supreme Court of the State of New York in New York County (or, if such court lacks subject matter jurisdiction, in the courts of the State of New York in New York County) and each of the parties submit to the exclusive jurisdiction thereof.
- 9.6 Notices. All notices required under this Agreement shall be in writing and shall be sent by certified postal service or an overnight courier service (FedEx, UPS, etc.).