

Amadeus Web Solutions

WEBSITE CHARACTERISTICS & DELIVERABLES

Customer understands and agrees that (i) any changes, additions, or deletions of the deliverables listed in the Agreement require a written amendment to the Agreement mutually executed by the parties and (ii) such changes, additions, or deletions may increase the Fees (as defined in Exhibit A) and/or may delay the launch of the website.

Customer understands and agrees that TravelClick will only produce a website for the Hotel listed on the Agreement. Customer may not (i) assign the Agreement, website or deliverables to another Hotel; or (ii) share the website with any Hotel not listed in the Agreement.

TravelClick supports the following browsers (and versions of those browsers):

- IE (latest version) only on Windows
- Mobile OS Browser (latest)
- Edge (latest) only on Windows
- Chrome (latest) only on Mac OSX and Windows
- Firefox (latest) only on Mac OSX and Windows
- Safari (latest) only on Mac OSX

The CMS backend supports the following browsers:

- Chrome (latest) only on Mac OSX and Windows
- Firefox (latest) only on Mac OSX and Windows
- Safari (latest) only on Mac OSX

WEBSITE DESIGN STAGES & DEVELOPMENT STAGES

Essential Websites

The Essential Website package includes a pre-defined website design and a defined set of built-in platform functionalities and features listed in the Order Form and Agreement. The website will include the built-in platform functionalities, design options, and features listed in the Order Form and Agreement.

Customer understands and agrees that the Essential Website design package does not include any custom development work or styling outside of built-in options.

Custom Websites

The Custom Website package includes a custom website design and, if applicable, a defined set of customized functionalities and features listed in the Order Form and Agreement. Customer understands and agrees that (i) except as specifically listed in the Order Form and Agreement,

the Custom Website design package does not include any other custom development work, (ii) the parties will execute an amendment to the Order Form and Agreement to change any aspects of the design, including but not limited to, additional enhancements, functionalities, or features.

If Customer provides to TravelClick any design or other intellectual property produced by a third-party (“Third-Party Design”), Customer understands and agrees that (i) TravelClick will use commercially reasonable efforts to implement the Third-Party Design, and (ii) Customer represents and warrants that it has the necessary rights in the Third-Party Design to both provide it to TravelClick and to utilize it as part of their Custom Website (the “Third-Party Design Warranty”). Customer will indemnify and hold harmless TravelClick for any costs, expenses, claims or allegations, including legal fees, arising from any actual or alleged breach of the Third-Party Design Warranty in accordance Section 8 of the TravelClick General Terms and Conditions. Usage of a third-party design will extend the timeline of the project.

Project Start

The TravelClick Web Team will start the project when a web project manager is assigned to the project after receiving the signed contract.

Revisions

For any changes/revisions that would require development work, custom work, conflict with previously approved plans or deliverables, or are inconsistent with the scope of the website, Customer agrees to pay additional fees for such changes/revisions.

Each TravelClick deliverable, including the website itself, may go through a limited number of Rounds of Revisions as determined by TravelClick.

A “Round of Revision” means the following sequence of steps:

1. Customer receives deliverable from TravelClick
2. Customer reviews the deliverable.
3. Customer sends all change/revision requests (if any) as a single written update to TravelClick.
4. TravelClick reviews the change/revision requests.
5. If any change/revision request would imply additional fees:
 - a. TravelClick notifies Customer of the corresponding fees;
 - b. Customer selects the paid changes they want performed; and
 - c. TravelClick incorporates the approved changes in the round’s scope.
6. TravelClick delivers a new version of the deliverable to Customer including all changes/revisions in scope for the round (standard and paid).

Revisions to Key Deliverables

The below table shows the standard number of Rounds of Revisions for TravelClick deliverables. For deliverables not listed on this table, the web project manager will provide the corresponding standard number of Rounds of Revisions after the start of the project.

Additional Rounds of Revisions beyond the standard number will be charged at TravelClick's then-standard hourly rates and will extend the project's timeline.

Deliverable	Number of Rounds of Revision	Revision Purpose
Custom website design proposal*	Three	Grow proposal into a complete, final design
Copywriting (if contracted)	One	Adjust wording as prerequisite to SEO content optimization
Full, content-complete website**	One	Resolve discrepancies and generate the production-ready version of the website

**For a Custom website: Customer will receive a single custom design proposal from TravelClick. The proposal will be built incrementally through the above successive Rounds of Revision.*

***For an Essential website: Customer will receive a single design proposal from TravelClick, either as a design-focused delivery or directly as part of the content-complete website. The design (and flexibility for possible adjustments) is fully determined by the built-in options of the chosen Essential product at the time the site is created.*

Project Timeline

The web project manager will build an estimated project timeline at the start of the project.

Any timeline communicated prior to project start is provisional.

A project's estimated timeline is mainly contingent on TravelClick resource availability at the actual time the project starts and confirmed contracted scope of the project.

If contracted, activation of the integration of additional products from the TravelClick portfolio on the new website may affect the timeline.

Deliverables and languages

As part of the project timeline, the web project manager will also specify the deliverables and the dates by which TravelClick and Customer will complete the respective deliverables.

Customer understands and agrees that the delivery of the website in accordance with such timeline depends upon many factors, including but not limited to the responsiveness of Customer in providing feedback and requested Customer Content (defined below), the amount of requested changes, and completing the assigned deliverables.

Deliverable completion is blocking to the continuation of the project and will cause a timeline extension if delayed.

Copywriting is provided in English, using information gathered from questionnaires.

If requested by Customer as part of the questionnaire, TravelClick will also do a strategic review of current website copywriting to incorporate relevant parts of it in TravelClick's copywriting deliverable.

Secondary languages are activated and added to the website when Customer completes translated content for the languages contracted. Customer is responsible for providing all translated content to TravelClick. TravelClick will help upload translated content but does not write, proofread or make any revisions to the translated content itself.

Delay and Resource Allocation

If any Customer deliverable is delayed, resources will be assigned to another active project until the Customer responds with the deliverable in question. Once the Customer responds with the deliverable in question, resources will be reallocated back to the project. Relocation of resources may not be immediately available.

Additionally, Customer understands and agrees that any delays in providing the complete deliverables may cause delays in the delivery of the website and Customer may incur additional fees resulting from such delay.

Training

After the website is completed and validated by the Customer, TravelClick's Learning Services team will provide Customer with one live remote training session on TravelClick's Content Management System ("CMS"). If Customer requires additional live training, Customer will pay TravelClick's then standard hourly rates for such live training. Throughout the Term, Customer may access and use TravelClick's webinars and other training available through TravelClick's Learning Services portal.

Transition

The web project manager will transition the website to the TravelClick Web Support Team (international) or Customer Care Team (US) a few days after the website goes live. TravelClick

will notify Customer of the transition and after the completion of such transition, all inquiries by Customer will be handled by the TravelClick Web Support Team (international) or Customer Care Team (US).

WEBSITE MANAGEMENT

Customer is responsible for the management and upkeep of all content and images on its website and Customer understands that Customer has full access to its website, which includes to the ability to add or remove content, features, and functionalities (the “Customer Changes”). Customer is fully liable for any and all Customer Changes, including the loss of direct bookings.

In addition, Customer is responsible for maintaining the security of Customer’s account and for all activities or actions taken in Customer’s account in connection with the website.

Customer acknowledges and agrees that under no circumstances will TravelClick be liable, in any way, for any of Customer’s acts or omissions (including any Customer Changes) or those of any third party, including but not limited to damages of any kind, related to, or incurred as a result of Customer’s, or third party’s, management of its website or its CMS account security.

TravelClick will provide maintenance and support free of charge to address website functionality bugs for the duration of the Term. A “functional bug” means that a feature or functionality of the website is not working as intended or as designed in each case when the website or feature was originally launched. For example, a “functional bug” exists where the end user selects/clicks on, a “book now” button which, when clicked, does not direct the end user to the booking engine.

Customer will pay for any other maintenance, change or support request at TravelClick’s then standard hourly rates in accordance with Section 2 of the TravelClick General Terms and Conditions.

WEBSITE OWNERSHIP

Customer owns all worldwide right, title and interest to the copy, pictures, trademarks and other content provided by the Customer for the website (“Customer Content”), but TravelClick owns all worldwide rights, title and interest to all other aspects of the website, including but not limited to the layout, functionality, menus and general design of the website, HTML, cascading style sheets, the content management system, java scripts or other programming code and tools (the “TC Web System”). TravelClick grants Customer a limited, non-exclusive, revocable license to use the TC Web System during the Term. For Custom website Customers, TravelClick will (i) provide Customer with the flat files comprising the HTML, CSS, and JavaScript specific to those elements used in Customer’s website (the “Website Content”) and all Customer Content (incl. images) to Customer, excluding the files and functionalities related to the CMS provided that, Customer has made a request to TravelClick in writing within six (6) months after termination or expiry of the Agreement, and (ii) grant a perpetual, royalty-free, revocable right and license to use the Website Content provided that Customer’s account is fully paid-up, including payment of a Content Request Fee. The “Content Request Fee” is an amount equal to 12 multiplied by your then current Monthly Fee.

ADA Compliance

TravelClick will use commercially reasonable efforts to assist Customer to develop websites that comply with applicable laws, policies, rules and regulations, including website accessibility under the Americans with Disabilities Act (“ADA”), but Customer understands and agrees that Customer is responsible for determining the applicability of the laws and regulations to its websites. Customer further understands and agrees that it is not known how or whether the ADA applies to websites, and if does apply to websites, what exact processes are required in order for a website to be considered “accessible” under the ADA. Therefore, TravelClick’s indemnity obligations under Section 8 of the General Terms and Conditions do not and will not include any claims, costs, expenses or damages related in any way to the ADA or similar regulations.

CONTRACT TERM

Notwithstanding Section 3 of the General Terms and Conditions, the Initial Term of this Agreement for websites is one year from the Effective Date of the Agreement, to be superseded by the specified term in the initial contract. Thereafter, the Agreement automatically renews for additional periods of one (1) year (each a “Renewal Term”) unless a party provides 30 days’ written notice prior to the beginning of the following Renewal Term. The Initial Term and the Renewal Term are, collectively, the “Term.”

TERMS OF PAYMENT

Customer will pay the Fees for website development services as follows:

For Essential Websites:

Customer will pay Upfront Fees and the first Monthly Fee payment upon the Effective Date and, thereafter, Customer will pay the Monthly Fees in accordance with Section 2 of the General Terms and Conditions.

For Custom Websites:

Customer will pay Upfront Fees and the first Monthly Fee payment upon the Effective Date and, thereafter, Customer will pay the Monthly Fees in accordance with Section 2 of the General Terms and Conditions.

In addition to any other remedies available to TravelClick under this Agreement (including those specified in Section 3 in the General Terms and Conditions), if Customer fails to pay the Fees for more than 60 days after the invoice date, TravelClick may suspend hosting services for Customer’s website until Customer has paid in full all outstanding unpaid Fees.

<https://www.travelclick.com/legal/terms-and-conditions/#TCwebsolutions>