

## SABRE MEDIA TERMS & CONDITIONS

### FOR PROMOSPOTS, SIGN-IN AND SPONSORED PROPERTY

#### 1. PRODUCT DESCRIPTION.

1.1 Sabre Media provides a set of targeted advertising placements on Sabre GDS to Sabre Users. Customer will purchase the Sabre Media Product(s), each a “**Product**”, listed in section 3 of the Agreement, to be used by the hotel property(ies) participating in a Campaign and listed by Customer herein (the “**Participating Property(ies)**”).

1.2 “**Campaign(s)**” means a specific initiative involving the use of designated media products and services outlined in the Agreement, to be published on specified platforms for a defined duration.

#### 2. RESPONSIBILITIES OF SABRE.

2.1 Sabre will provide the Products and will execute the Campaign(s) as outlined in this Agreement. Sabre will implement Customer’s approved Campaign(s) within thirty (30) days following Sabre’s approval, or according to the processing timeline communicated to Customer from time to time.

2.2 Sabre reserves the right, at any time, and without advance notice to the Customer, to inhibit the advertising feature(s) of Sabre’s system(s) if reasonably deemed necessary by Sabre to preserve the integrity or normal functioning of its system(s). Such interruption will only last as long as necessary to ensure the integrity and normal function of the system(s).

#### 3. RESPONSIBILITIES OF CUSTOMER.

3.1 Customer will promptly and efficiently provide Sabre with all necessary materials and information required for the Campaign(s).

3.2 Customer agrees to provide all Sabre Users with access to no less favorable levels and amounts of inventory for sale of its Published Rates (as defined below) with equivalent rules and restrictions, than it makes available to either (i) its own or its brand/representation company’s reservations or sales personnel or (ii) users of any other computer reservation system or web site(s), including users of its own web site, or web sites operated by third parties. “**Published Rates**” are all publicly available rates excluding: (i) exclusive rates offered through a brand opaque or rate opaque distribution channel, (ii) a net rate provided to a wholesaler, (iii) rates offered exclusively as a meeting and incentive rate, (iv) rates only available as a part of a multi-component travel package or as a “last minute” rate.

### ADDITIONAL TERMS (AS APPLICABLE)

#### 4. SABRE SPONSORED PROPERTY – PROVISION OF POSITIONAL ADVANTAGE.

4.1 Positional Advantage is a feature that enhances the visibility of certain properties in search results based on specific criteria. Sabre agrees to provide Positional Advantage within a list of Participating Properties that satisfy an agent's inquiry for properties within a prescribed radius ("**List Response**") or within a list of Participating Properties that satisfy an agency's inquiry for availability of rooms on a specific date ("**Availability Response**") for Customer at all Sabre agencies enabled to view Sponsored Properties (the "**Preference-Enabled Agencies**").

4.2 Sabre reserves the right to determine which Availability Responses will allow Participating Properties to receive Positional Advantage and at which Preference-Enabled Agencies to enable or disable provision of Positional Advantage, including but not limited to the quantity of total Positional Advantage results displayed in any given shopping response.

## **5. SABRE PROMOSPOTS.**

5.1 Sabre may disapprove or remove any inappropriate, misleading, or defamatory promotions associated with a Product.

5.2 Customers cannot resell or allow third-party use of Products without prior approval.

5.3 Sabre reserves the right to review advertising links and system features.

## **6. PAYMENT AND TAXES.**

6.1 Sabre may increase fees payable for Products under this Agreement at any time. For ongoing Campaigns, the fee increase will apply at renewal. Sabre will actively manage Customer's spend to avoid exceeding the Campaign Budget during the estimated duration of the Campaign. However, the Campaign Budget cap is not guaranteed, and Customer will be responsible for actual spend.

6.2 Sabre must receive the full payment amount, even if subject to Taxes. Customer will be responsible for and will reimburse and indemnify Sabre for all taxes or similar charges, including, without limitation, penalties, interest, additions to tax and similar amounts, whether federal, state, local, foreign or otherwise, including without limitation withholding taxes, which are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of Sabre (collectively, "**Taxes**"). All payments due to Sabre under this Agreement shall be made free and clear of any Taxes. If Customer is required by law to make any deduction or withholding of Taxes from any payment due to Sabre under this Agreement, Customer will (a) timely and properly prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (b) provide Sabre with governmental receipts evidencing Customer's withholding and payment to the appropriate tax authorities in a timely manner and (c) increase each payment related to this Agreement to the extent necessary to ensure that Sabre actually receives the amount that Sabre would have received if such payment had not been subject to Taxes.

**7. INDEMNIFICATION.**

Customer hereby agrees to indemnify and hold Sabre, its affiliates, and their respective officers, directors, agents and employees harmless from and against all liabilities, damages, losses, expenses, claims, demands, suits, fines, and judgments, including but not limited to attorneys' fees, experts' fees, expenses and costs incident thereto, arising out of or in connection Customer's use of the Sabre Media.

**8. TERM.**

The term of this Agreement commences upon the Effective Date and will continue until terminated by either Party upon ninety (90) days prior written notice to the other Party.

**9. LIMITATION OF LIABILITY.**

Each Party waives all tort liability of the other party under or in connection with this Agreement that arises from negligence, whether contributory, sole or joint. Neither Party shall be liable to the other for any incidental, indirect, exemplary, special, punitive or consequential damage including but not limited to, lost profits, revenue or savings, or the loss of use of any data. Under no circumstances shall (i) Sabre's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of service fees actually paid to Sabre pursuant to this agreement (ii) Customer's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of service fees due and payable under this agreement. Customer acknowledges that the fees paid by it reflect that allocation of risk set forth in this agreement and that Sabre would not enter into this agreement without these limitations on its liability.

**10. GOVERNING LAW AND JURISDICTION.**

This Agreement, and any disputes arising under or relating to this Agreement, will be governed by and construed in accordance with the laws of New York without regard to conflict of laws rules. Each Party consents to exclusive jurisdiction and venue of the federal courts located in New York City, New York.