TRIPTEASE

Master Service Agreement

May 2024

TRIPTEASE MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is between Triptease Ltd and its subsidiaries ("Triptease," "we," "our") and the entity defined as "Customer" in the signature block below ("Customer," "you," "your"). The MSA's "Effective Date" is the date Customer signs this MSA.

1. TRIPTEASE'S SERVICE COMMITMENTS TO CUSTOMER

1.1 **Triptease Will Offer Subscription Services.** We will make products on our software platform available to you on a subscription basis (the "Subscription Services). We will document the type and price of Subscription Services that you purchase in an order form ("OF").

1.2 **Triptease Will Offer Professional Services.** We will provide professional, agency, design, hosting, enablement, configuration, customization, integration, data import, export, extraction, monitoring, bidding technical assistance, maintenance, training, and/or other services ("Professional Services" and, together with Subscription Services, "Services") to you. We will document the type and price of Professional Services that you purchase or that you are entitled to in an OF or a separate statement of work("SOW"). When we provide Professional Services to you, we may make suggestions about compliance, accessibility, sanctions, privacy, and/or security. These suggestions are only recommendations, and not legal advice.

1.3 **Triptease Will Update Subscription Services.** We will keep our Subscription Services updated. However, you agree that planned updates and our product roadmap are not commitments to deliver any improvement, update, feature, function, and/or integration. Further, you agree that as part of updating Subscription Services, Triptease may transfer you from any older Subscription Service ("Old Service") to a new or better Subscription Service ("New Service"), provided that such New Service provides substantially the same functionality as the Old Service. If we remove material features or functionality specifically listed in your OF from a Subscription Service, we will negotiate an amendment to the OF to reflect the change. If the removed feature or functionality is the sole service listed on the OF, you may terminate that OF under Section 10.3 (Termination for Material Breach).

1.4 **Triptease Will Permit Your Affiliates to Use the Services.** If an Affiliate (defined below) signs an OF/SOW that references this MSA or uses Services provided under an OF/SOW that references this MSA, then the term "Customer" (and associated identifying terms) in this MSA also refers to the Affiliate signing the OF/SOW. You are jointly and severally liable for an Affiliate's acts, omissions, and payments. An "Affiliate" is an entity, property, and/or hotel owned or controlled (meaning that you have 50% or more voting interest) by you, under common ownership with you, associated with you as a sister-property, or under current management by you. No Affiliate may join under this MSA if they are located in a country subject to a US embargo and/or with data localization requirements to which Triptease has not agreed in writing.

1.5 **Triptease Will Connect With Certain Third-Party Applications.** If you have written approval from Triptease, you may connect third-party applications that are not owned by Triptease ("Third-Party Applications") to certain Subscription Services. Some Third-Party Applications require you to enter into a separate agreement before the Third-Party Application is connected to the Subscription Services, and you agree to abide by the terms of all Third- Party Applications. To maintain the performance of the Subscription Services, we may control how much data a Third-Party Application requests and/or retrieves from the Subscription Services. If a Third-Party Application connects to the Subscription Services, any issue to the Subscription Services or your internal systems concerning or caused by the Third-Party Application is not Triptease's fault or responsibility.

2. CUSTOMER'S COMMITMENTS TO TRIPTEASE

2.1 **You Are Responsible for Authorized Users.** "Authorized User(s)" means your employees, contractors, and/or authorized agents that use or access to the Subscription Services. You are responsible for: (a) the actions and omissions of Authorized Users' use of the Subscription Services; (b) ensuring that your Authorized Users secure their access and passwords to the Subscription Services; and (c) notifying Triptease immediately of any known or suspected phishing attempt, password compromise, and/or breach of security of the Subscription Services and using best efforts to stop said issues. Authorized User credentials cannot be shared or used by more than one person.

2.2 **You Will Abide by Usage Limits.** Depending on the Subscription Service you purchase, your OF may describe usage rights and/or limits (limits may also refer to room counts if that is how it is measured in the OF). If we: (a) determine that you have exceeded usage rights or limits; (b) notify you about the overuse; and (c) give you 5 days to cure the overuse and you fail to do so, Triptease will invoice you and you agree to pay Triptease additional fees for such unauthorized and/or additional usage at the then current list price (without the need for the parties to amend the OF).

2.3 **You Will Cooperate with Triptease to Implement & Use the Services.** You agree to: (a) reasonably cooperate with Triptease with respect to the implementation, maintenance, performance, modification, enhancement, and use of the Services; (b) at your sole expense, procure, operate, maintain, and manage such hardware, software, equipment, personnel, and communication services and lines as may be necessary for you to access and use the Services; (c) be responsible for timely coordination of your internal resources and third- party resources; (d) work cooperatively with the Triptease team; and (e) timely communicate with Triptease. If you do not fulfill these duties, it may delay or impact Triptease's ability to implement, provide, and/or perform the Services and Triptease will not be under any obligation to delay or pause billing start dates and/or invoicing. Triptease will also not be held to be in breach of this MSA for any delay or failures attributable to you, your employees, agents, and third parties during the implementation of the Subscription Services. Further, during implementation of Subscription Services or a Professional Services project, new information or complexities about your system and/or requirements may surface, requiring changes in implementation, project scope, estimated level of effort, project timeline, and/or integration. You agree that such new information and changes may result in additional Fees (as defined below) and that changes discovered concerning your system, applications, and capabilities (be it people, process, or technology) are not grounds to terminate this MSA and cannot be used against Triptease, even if such discoveries impact contracted timelines.

2.4 **You Will Not Misappropriate or Misuse the Services.** You will not (and shall not allow a third-party to): (a) copy or republish, make derivative works, reverse engineer, decompile, disassemble, derive the source code of, or resell the Subscription Services or its features and tools for any reason; (b) engage in any web scraping, API scraping, or data scraping of the Subscription Services; and/or (c) use the Services in any way that contravenes data protection, antitrust, and/or consumer protection laws.

2.5 **You Will Comply with United States Sanctions Laws.** You agree not to: (a) export, transship, transfer, or otherwise deliver the Services to an embargoed target under the sanctions list maintained by the office of foreign assets control of the US Department of the Treasury ("OFAC list"); and (b) broker, finance, or otherwise facilitate any transaction in violation of any United States sanctions law.

3. MUTUAL COMMITMENTS TO PRIVACY, DATA PROTECTION, & SECURITY

3.1 **Privacy & Data Protection.** You and Triptease agree to the Privacy Policy ("PP") located at https://www.triptease.com/en/privacy-policy which Triptease may update from time to time to ensure ongoing compliance with applicable laws. You agree to abide by the terms of the live PP irrespective of whether: (a) you have signed the PP; and/or (b) it has been modified from when you entered into this MSA.

3.2 **Data Localization.** You acknowledge that we may host and process data in data centers located outside of your jurisdiction. Triptease makes no representation or warranty regarding the adequacy of such locations for Customer's specific data location requirements.

3.3 **Triptease's Commitment to Security.** During the Term (as defined below) Triptease will: (a) maintain an information security program that requires administrative, technical, and physical safeguards relating to its Subscription Services to protect Customer Data (as defined below); (b) conduct an annual audit and/or maintain ISO 27001 certification, or equivalent; and (c) maintain technical and organizational measures to ensure a level of security appropriate for the Subscription Services.

3.4 **Your Commitment to Security.** You are responsible for implementing and maintaining security best practices at and on your property(ies), hotel(s), and system(s). This includes, but is not limited to, configuring external facing systems to only accept connections from desired network addresses and ports, keeping passwords secure, and maintaining adequate access controls.

3.5 **Audits**. Given that Triptease conducts its own security assessments, Triptease will charge you, at the then- current Professional Services hourly rate, for any audit that you may want to conduct on the Subscription Services you purchase. You are not permitted to conduct more than 1 audit per year. Further, if the term of your OF is 1 year or less, then you may not conduct an audit of those Subscription Services.

4. THE PARTIES' INDIVIDUAL INTELLECTUAL PROPERTY RIGHTS

4.1 **Triptease Owns the Services & Usage Data.** Triptease owns and retains right, title, and interest to the Services, and any modifications, improvements, or enhancements to the Services. Triptease also owns and retains right, title, and interest to Usage Data (as defined below). You have no intellectual property license or rights to the Services or Usage Data. And, you recognize that the Services and Usage Data are protected as or by trade secrets, copyrights, patents, and/or other laws. "Usage Data" is data from the Triptease backend system concerning use and performance of the Services. It does not include as personally identifiable information.

4.2 **Triptease Owns Feedback About the Services.** "Feedback" is any suggestion or idea for improving, enhancing, and/or modifying the Services. Triptease owns any Feedback you provide about the Services. Triptease may use, profit from, disclose, publish, keep secret, or otherwise commercially exploit the Feedback, without compensating or crediting you, an Authorized User, or an end user. Customer is not required to provide Feedback.

4.3 **Customer Owns Customer Data.** You own and retain right, title, and interest to: (a) Customer Data (as defined below); and (b) any Professional Services developed specifically and exclusively for you under a SOW, where the SOW explicitly confers you ownership of intellectual property rights. "Customer Data" means data submitted by you, your Authorized Users, and/or by your customers/end users. Customer Data also includes any Customer-provided software, logos, or other Customer-owned materials inserted or added to the Subscription Services (e.g., headers, footers, sidebars, graphics).

4.4 **Customer Gives Triptease Permission to Access & Process Customer Data.** You authorize Triptease to access and process Customer Data and to share Customer Data with Triptease's subprocessors and Third-Party Applications only as is necessary to provide the contracted Services to you.

5. CONFIDENTIAL INFORMATION

5.1. **Confidential Information Definition.** "Confidential Information" is: (a) nonpublic Customer Data; (b) any document the disclosing party marks "Confidential;" (c) the Services documentation (including developer documents); and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential (e.g., this MSA, OF, SOW, pricing information, Services functionality, and product roadmaps) irrespective of whether the information is marked or disclosed as "confidential." Confidential Information does not include information that: (i) is in the receiving party's possession at the time of disclosure without obligations of confidentiality; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) is or becomes known or disclosed publicly, before or after disclosure to the receiving party, other than as a result of the receiving party's improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

5.2 **Use of Confidential Information & Retention of Rights.** Each party retains right, title, and interest to all their Confidential Information. Each party may only use the other party's Confidential Information in connection with the Services. No license is granted to Confidential Information.

5.3 **Nondisclosure & Non-Use.** The receiving party: (a) shall not disclose Confidential Information to any employee or contractor of the receiving party unless such person needs access to such information as part of their job and is bound to a confidentiality agreement; and (b) except as noted in Section 4.4, shall not disclose Confidential Information to any other third party without the disclosing party's prior, written consent. Further, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information that comes to the receiving party's attention.

5.4 **Exceptions to Confidentiality.** This MSA and its OFs/SOWs may be disclosed in confidence to legal counsel or professional advisors who need to know in the context of a merger, financing, audit, or similar transaction. And, receiving party may disclose Confidential Information if required by law or governmental authority. The receiving party shall give the disclosing party prompt notice (if legally permissible) of any such demand and reasonably cooperate with the disclosing party, at the disclosing party 's expense, in any effort to seek a protective order or otherwise to contest such required disclosure.

5.5 **Injunction.** Breach of this confidentiality section may cause irreparable injury for which monetary damages may be inadequate compensation. As such, the disclosing party may seek injunctive relief against the breach or threatened breach of Section 5 without proving actual damage or posting a bond/security.

6. FEES & PAYMENT

6.1 **Fees.** You agree to pay Triptease the fees provided in each OF (the "Subscription Fee") and/or fees in each SOW ("Professional Services Fee" and, together with the Subscription Fee, the "Fee(s)"). Triptease's invoices are payable 20 days from the date on the invoice. If your payment is late, you agree to pay interest charges of 3% per month or the highest rate permissible under applicable law. Triptease will not refund Fees, in whole or in part, unless explicitly stated in this MSA. Except for multi-year deals in

which Fees for each year are described in the OF/SOW, all Fees are subject to an annual price increase of 8%. You agree to pay Fees in the United States Dollar, unless otherwise stated in an OF/SOW. Non-payment of undisputed Fees is a material breach of this MSA.

6.2 **Changing from Corporate Billing to Property Billing.** If, during the Term, you request that Triptease change billing from the corporate level to property level, you agree that Triptease may charge you a $75(USD) administrative fee, per property, to change the billing system. Any change in billing level will be approved at Triptease's sole discretion.

6.3 **Expenses.** You agree to reimburse Triptease for its reasonable pre-approved out-of-pocket travel and related expenses ("Expenses") incurred in performing the Services.

6.4 **Payment Obligation.** Your payment obligations under OFs/SOWs continue, without interruption, even if: (a) your business needs change; (b) you have a decline in business, renovation, or other event that causes your property(ies) to temporarily or permanently close; (c) you, for whatever reason, have a reduction in headcount; (d) you no longer own, lease, manage, or control the operations of a property for which you have purchased Services; or (e) you do not have time or resources to manage or assist Triptease in implementing the Services.

6.5 **Payment Disputes.** If you dispute the accuracy of any Fees or Expenses, you must provide Triptease with notice of the disputed amount with reasons for the dispute within 10 days after receiving the invoice. If you only dispute a portion of an invoice, you must pay Triptease the undisputed amount on time (*see* Section 6.1).

6.6 **Taxes.** You agree to pay and be liable for all taxes relating to Triptease's provision of Services. If an OF/SOW does not itemize taxes, you understand that taxes are not included in the Fees. Triptease shall pay and be liable for taxes based on its net income or capital.

6.7 **Customer Purchase Orders.** If you require an internal purchase order to pay Fees or Expenses, you agree to issue a purchase order within enough time to meet the payment obligations in Section 6.1. Any supplementary terms and conditions stated on a purchase order are null and void.

7. REPRESENTATIONS & WARRANTIES

7.1 **Representations & Warranties That We Make To Each Other.** Below are the representations and warranties that we make to each other in connection with this MSA.

Representation & Warranty	Made by Customer to Triptease	Made by Triptease to Customer
(a) Both parties have read and have the right and authority to enter into, execute, and perform the obligations under this MSA	☑	☑
(b) Customer has obtained or will obtain all necessary consents so that Triptease can process personal data under this MSA	☑	
(c) Customer has not knowingly provided any inaccurate information to Triptease about Customer's business or properties	☑	
(d) Customer uses antivirus protection on any Customer-owned devices that will access the Services	☑	
(e) Triptease owns the Services, or has a valid license for the same, and that it has and will maintain the ability to provide the Services		☑

(f) The Services will materially conform to the specifications noted in Triptease's Services documentation		☑
(g) Triptease will perform Professional Services according to industry standards		☑

7.2 **Warranty Disclaimers**

(a) THE WARRANTIES IN SECTION 7.1 ARE THE ONLY WARRANTIES MADE BY THE PARTIES TO EACH OTHER. THE PARTIES MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

(b) Any promises, product guarantees, integration capabilities, or roadmap items are not binding on Triptease and failure to deliver on such items is not a breach of a representation or warranty.

(c) These representations and warranties do not apply to use of the Services in combination with hardware or software not provided by Triptease.

(d) If Triptease breaches any representation or warranties for Professional Services, Triptease shall, at its own expense, correct and improve its performance. This is Triptease's sole obligation and liability, and your sole remedy, for breach of Sections 7.1(e) and 7.1(g).

8. INDEMNIFICATION

8.1 **Indemniffcation Obligations That We Have To Each Other.** Below are our obligations to defend, indemnify, and hold harmless each other and our Associates (as deffned below) against a third-party claim, suit, or proceeding arising out of the events in the table below. "Associates" are each parties' officers, managers, directors, shareholders, parents, subsidiaries, agents, employees, contractors, successors, and assigns.

Indemnification Obligations If A Third-Party Claim, Suit, or Processing Arise Out of the Following Events:	Customer will Indemnify Triptease	Triptease will Indemnify Customer
(a) Triptease materially breaches the MSA, PP, any related OF(s)/SOW(s), or applicable law to Triptease		☑
(b) Customer materially breaches the MSA, PP, any related OF(s)/SOW(s), or applicable law to Customer	☑	
(c) The Services infringe any intellectual property rights of a third party		☑
(d) Customer did not obtain consent for Triptease to process personal information	☑	
(e) Claims related to Customer Data	☑	
(f) Claims that use of the Services through Customer's account and/or website harasses, defames, defrauds, unlawfully surveils a third party, or violates any law or restriction applicable to Customer about electronic advertising, commerce, automated dialing, and spam	☑	

(g) Customer failed to honor any confirmed reservation made through the Services	☑	
(h) Customer's website or internet booking engine failed to comply with any accessibility requirements (for example, the Americans with Disabilities Act, Web Content Accessibility Guidelines, or similar regulations regarding access for people with special needs)	☑	
(i) Unauthorized use of the Services by Customer, an Affiliate, or Authorized Users	☑	
(j) Wrongdoing with respect to events, occurrences, or accidents on your property(ies), including, without limitation, claims for personal injury (including death) and property damage.	☑	

8.2 **Indemnity Disclaimers**

(a) Triptease's indemnification obligations do not apply: (i) to portions of the Services not provided by Triptease; (ii) to Services made in whole or part in accordance with your suggestions or requirements; or (iii) where your use of the Services is not in accordance with this MSA, PP, related OF/SOW, and/or applicable law.

(b) Customer's indemnification obligations do not apply to the extent the indemnification claim is related to Triptease's breach of this MSA, PP, related OF/SOW, and/or applicable law.

8.3 **Indemnification Procedure.** These indemnification obligations are subject to the following conditions: (a) prompt written notice from one party to the other; (b) complete control of the defense and settlement by the indemnifying party (provided that the indemnifying party may not settle any claim without the indemnified party's consent, which may not be unreasonably withheld); and (c) reasonable cooperation by the indemnified party. The indemnifying party's obligations in this section include retention and payment of reasonable attorneys' fees and payment of court costs, as well as settlement at indemnifying party's expense and payment of judgments. The indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires it to admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

8.4. **Exclusive Remedy.** This Section 8 provides the indemnifying party's sole liability to and the indemnified party's exclusive remedy against the other party for any claims described in this Section.

9. LIABILITY, DAMAGES, CAPS, & EXCLUSIONS

9.1 **Mutual Liability Cap for Direct Damages.** EXCEPT FOR LIABILITY FOR BREACH OF: SECTION 3 (DATA PROTECTION & SECURITY), SECTION 4.1 (TRIPTEASE OWNS THE SERVICES & USAGE DATA); SECTION 5 (CONFIDENTIAL INFORMATION); AND SECTION 6 (FEES & PAYMENT), NEITHER PARTY'S CUMULATIVE LIABILITY FOR DIRECT DAMAGES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS MSA SHALL EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SERVICE IMPLICATED DURING THE 6 MONTHS PRIOR TO THE
EVENT THAT TRIGGERS LIABILITY. This cap applies cumulatively to you and any Affiliates or properties using Services under this MSA, and across all OFs and SOWs executed under this MSA. Each Affiliate or property does not have its own cap.

9.2 **Exclusion of Indirect Damages.** EXCEPT FOR LIABILITY RELATED TO BREACH OF INTELLECTUAL PROPERTY, TO THE EXTENT PERMISSIBLE BY LAW, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, SYSTEM DELAYS OR INTERUPTIONS, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

9.3 **Exclusion of Liability & All Damages.** TRIPTEASE DISCLAIMS ANY LIABILITY AND RESPONSIBILITY FOR DAMAGES RELATED TO: (A) THIRD-PARTY APPLICATIONS; (B) ANY EQUIPMENT OR SOFTWARE TRIPTEASE DOES NOT CONTROL; (C) THE FLOW OF DATA TO AND FROM OTHER APPLICATIONS; (D) YOUR FAILURE TO OBTAIN END USER AND/OR GUEST CONSENT FOR TRIPTEASE TO PROCESS PERSONAL INFORMATION; AND (E) STOLEN, LOST, OR PHISHED PASSWORDS OF YOUR AUTHORIZED USERS OR FROM ANY SECURITY BREACHES THAT RESULT FROM ACTIONS OR OMISSIONS WITH RESPECT TO SYSTEMS AND PROCESSES CONTROLLED BY YOU OR YOUR AFFILIATES.

9.4 **Clarifications.** THE LIABILITIES LIMITED IN THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; AND (C) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

10. TERM, SUSPENSION, TERMINATION, & EFFECTS OF TERMINATION

10.1 **Term.** The MSA's term (the "Term") begins on the Effective Date and continues until the latest end date in an OF or SOW under this MSA. Unless you provide Triptease with 90 days' prior, written notice, OF/SOWs will automatically renew at the end of the term for the same amount of time as the OF/SOW's initial term or for 1 year, whichever is greater. You also agree that if you continue to use Subscription Services after the end of your term, that you have chosen and consented to auto renew the Service at the then current list-price for 1 more year.

10.2 **Only Reasons For Suspension of Services During The Term.** Triptease may temporarily suspend the Services: (a) without notice, if Triptease reasonably concludes that your or another third-party's access to or use of the Services is causing immediate and ongoing harm to Triptease, you, or others (in this extraordinary case, Triptease agrees to immediately notify you and use our best efforts to work with you to resolve the issue); or (b) with 10 days' notice, if you fail to timely pay Triptease for undisputed Fees. Triptease shall not be liable to you or to any third party for any liabilities, claims, or expenses arising from or related to such suspension.

10.3 **Termination for Material Breach.**

(a) Either party may terminate the MSA, OF, or SOW for material breach by providing written notice to the other party detailing the date and nature of the material breach. Termination will be effective 30 days after the notice is sent unless the other party cures the material breach before the 30 days has expired.

(b) If Triptease terminates this MSA, or an OF or SOW, for your material breach, then you agree to pay Triptease, within 30 days of termination, an amount equal to the greater of: (i) the monthly average amount invoiced under this MSA, OF, and/or SOW (as applicable) for the 12 months immediately prior to your material breach, multiplied by the number of months remaining in the Term; or (ii) the total Fees reflected under all active OFs and/or SOWs, multiplied by the number of months remaining in the then-current Term.

(c) If you terminate this MSA, a OF, or a SOW for material breach, Triptease will refund you all unused, pre-paid amounts for Professional Services and a pro-rata portion of pre-paid Subscription Fees for the terminated Service(s).

(d) Either party may immediately terminate this MSA and all OFs/SOWs if the other party becomes insolvent, ceases to conduct business without a successor, becomes owned or controlled by specially

designated nationals and blocked persons on the OFAC list maintained a United States government entity, or becomes headquartered in a country sanctioned by the United States government.

10.4 **Effects of Expiration or Termination.** Upon the MSA/OF/SOW's expiration or termination:

(a) Triptease will stop providing Services, including hosting services;

(b) you will stop using the Services and delete, destroy, or return all copies of the Services documentation in your possession or control;

(c) you will be responsible for notifying Third-Party Applications integrated with Subscription Services that you no longer need such applications, and you will immediately reimburse Triptease if Triptease gets charged by such Third-Party Applications; and

(d) Triptease will invoice you for all outstanding Fees and Expenses and, if certain Fees are due upon a reservation's arrival or departure date, Triptease will continue to invoice you in accordance with Section 6.1 of this MSA and the OF and you agree to pay such Fees even though the Fees will be invoices after the MSA/OF/SOWs termination or expiration date.

10.5 **Transition Assistance.** Before an OF terminates you should access reporting, data, and/or exports (if any and as applicable) from the Subscription Services. The data will not be available for download after the end of a OF's Term. If a product does not allow for you to remove or access your reporting or data or if you want us to download the data for you, or if you want additional transition assistance, we will document what you need in an a SOW and provide assistance at our then-current hourly rates for Professional Services.

10.6 **Data Deletion.** After an OF terminates, Triptease will suspend access to the Subscription Services. Within 30 days after such suspension, Triptease will permanently erase Customer Data and decommission your account, with the following exceptions: (a) as otherwise required by applicable law; (b) data on backup systems is maintained for 90 days to maintain sound business continuity practices and then deleted; and/or (c) log files are maintained for up to 16 months for security reasons and then deleted.

10.7 **Survival.** The following survive termination: (a) your obligation to pay Fees, Expenses, or amounts incurred before and after expiration or termination (depending on the type of Fees); and (b) any provision of this MSA that expressly or by implication is intended to survive termination. If only a OF/SOW is terminated, the other OFs/SOWs will remain in effect and this section will only apply to the terminated OF/SOW.

11. MISCELLANEOUS

11.1 **Force Majeure.** No delay, failure, or default (other than a failure to pay Fees when due) will constitute a breach of this MSA and/or any OF/SOW to the extent caused by acts of war, terrorism, hurricanes, pandemics, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, failure of third-party networks or services, failure of the public internet, or other causes beyond the performing party's reasonable control.

11.2 **Insurance**. The parties will maintain commercially appropriate levels of insurance during the term of this MSA. We will provide a copy of our current insurance certificate to you upon written request.

11.3 **Technology Export.** You will not: (a) allow yourself or any third party to access or use the Services in violation of any US law or similar applicable regulation; or (b) allow or any third party to access or use the Services in, or export such software to, a country subject to a US embargo or sanction.

11.4 **Anti-Corruption.** You agree that you have not received or been offered any illegal bribe, kickback, payment, or unreasonable or unusual gift, or thing of value from any Triptease employee, agent, or representative in connection with this MSA, and any OF/SOW.

11.5 **Publicity.** Triptease may name you as a customer and use your name, logo, and trademark on Triptease's website and in Triptease's promotional materials, including case studies.

11.6 **Independent Parties.** The parties are independent and neither is the representative or agent of the other; accordingly, neither may bind the other.

11.7 **Assignment & Successors.** Neither party may assign this MSA, any attendant OF/SOW, or any of such party's rights or obligations, without the other party's express, written consent, unless such assignment is made pursuant to a merger, consolidation, or sale of substantially all assets. However, you may not assign this MSA (and OFs/SOWs) to a Triptease competitor in the hotel marketing software space.

11.8 **Property/Hotel Sale or Divestiture.** If, during the Term or term of an OF/SOW, you sell or divest a property or hotel (each a "Divested Property"), you may transfer to the Divested Property the portion of the Services identified on the applicable OF/SOW as applicable to such Divested Property if all of the following conditions are met: (a) the Divested Property enters into a separate MSA and related OF/SOW with Triptease for the same Services contained in the applicable OF/SOW at Triptease's then-current rate for such Services; and (b) the Divested Property and/or you agree to pay Triptease, in advance, for all standard fees associated with any and all additional tenants, implementation, and transfer costs, including any expanded scope of Services (e.g., additional Services SKUs) for the Divested Property. If both conditions are met, Triptease will amend the applicable OF/SOW to reflect the reduction in the number of properties as of the effective date that the Divested Property signs a new MSA and OF/SOW with Triptease. If the Divested Property does not wish to continue using Triptease's Services, you will continue to remain liable for the cost of Divested Property's Services contracted under the original OF/SOW.

11.9 **Notices.** Triptease will send notices under this MSA to the email contact provided in a OF/SOW. You will send notices under this MSA to charlie@triptease.com and to your Triptease customer success manager. Notices are considered received the day after they are emailed.

11.10 **Severability.** To the extent allowed by law, the parties waive any provision of law that would render any clause of this MSA invalid or otherwise unenforceable. If a provision of this MSA is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent allowed by applicable law, and the remaining provisions of this MSA will continue in full force and effect.

11.11 **No Waiver.** Neither party waives any of its rights under this MSA by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this MSA constitutes a waiver of any other breach of this MSA.

11.12 **Choice of Law & Jurisdiction.** This MSA and all related claims are governed by the laws of the United Kingdom, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction; (b) the 1980 United Nations Convention on Contracts for the

International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the Courts of the United Kingdom.

11.13 **Entire Agreement & Order of Precedence.** This MSA and any related OF/SOW is the entire agreement of the parties and supersedes all prior or contemporaneous writings, written or oral negotiations, and oral discussions with respect to this MSA and Services. This MSA may only be amended by a written agreement signed by both parties that specifically references this MSA and is titled as an amendment. Emails do not constitute an amendment even if both parties express a mutual consent to a change. For the avoidance of doubt, purchase orders, vendor agreements and terms, online agreements, policies, or similar documents and terms, even if signed after this MSA and any OF/SOW, are not part of this MSA irrespective of what such orders, policies, and agreements provide about precedence and incorporation into this MSA. The order of precedence is: the PP, the OF/SOW, the MSA.

The parties have read and understood this MSA. The parties also agree that the controlling language of this MSA is English and that, if Customer has the legal right to have contracts drafted in a different language, that Customer has voluntarily waived this right.