

TERMS AND CONDITIONS FOR ANALYTIC DATA SERVICES PLATFORM

These Terms and Conditions for Analytic Data Services Platform (these “**Terms**”) are a binding legal agreement between the customer (“**Customer**”) executing an order form, purchase order, subscription agreement, enrollment form, or other transaction document that references these Terms (an “**Order**”), and Pegasus Business Intelligence, LP d/b/a Onyx CenterSource (“**Onyx**”). By executing an Order, Customer agrees to be legally bound by the then-current version of these Terms. The “**Agreement**” consists of the Order, these Terms, and any other policies or documents expressly referenced in any of the foregoing. The Agreement takes effect on the date of the applicable Order (the “**Order Date**”).

1. PLATFORM.

1.1. Platform Access. Subject to Customer’s ongoing compliance with the Agreement, Onyx grants Customer a non-exclusive, non-transferable license to access and use Onyx’s Analytic Data Services platform (the “**Platform**”) and the information, data, materials, or other content included or available therein (collectively, “**Content**”) during the Term (as defined below) for its own internal business purposes. The Platform is designed to allow users to create, view, and track: (a) for hotel customers, operational reporting, variable commission analysis, geographic analysis, and related information; and (b) for travel agency customers, stay realization and related information.

1.2. Account and Credentials. Onyx will generate one or more accounts for Customer to access the Platform. “**Credentials**” means the username and password combination, or other login credentials, used to access the Platform on Customer’s account. Customer is responsible for maintaining the security of its Credentials, and will be responsible for any actions taken using such Credentials.

1.3. Restrictions. Customer will not: (i) rent, lease, lend, sell, redistribute, sublicense, or otherwise grant access to the Platform or Content to anyone other than its employees; (ii) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform or Content; (iii) transmit any viruses or other harmful, disruptive, or malicious computer code or otherwise interfere with the operation of the Platform or any person’s or entity’s use and enjoyment thereof; (iv) use any robot, bot, spider, or other automatic or manual device or process to monitor, scrape, or copy any part of the Platform or Content; or (v) use the Platform or Content to develop or improve a competing product or service; or (vi) act in any unlawful manner in connection with the Platform or Content.

1.4. Ownership and Confidentiality. As between the parties, Onyx will retain all right, title, and interest in and to the Platform and Content, including any trademark, copyright, patent, trade secret, or other intellectual property rights therein. Customer will maintain the Content in confidence using at least the same degree of care as it uses to protect its own confidential information, but no less than reasonable care. Customer will not disclose any Content to any third party other than to its employees and contractors who have a need to know and who are bound by obligations of confidentiality at least as restrictive as those set forth herein. Customer will be responsible for any unauthorized disclosure or use by any of its employees or contractors. Upon any termination or expiration of the Agreement, Customer will destroy any Content in its possession or control. Upon Onyx’s reasonable request, Customer will: (i) identify the employees or contractors it allows to access the Platform and promptly notify Onyx of any changes to this list; and (ii) complete a network security survey in a form provided by Onyx. The parties acknowledge and agree that breach of this section may lead to irreparable harm for which monetary damages would be inadequate remedy, and that the non-breaching party will thus be entitled to seek equitable relief, including injunctive relief, in addition to any other rights and remedies at law or under the Agreement. If Customer provides any feedback or suggestions regarding the Platform or Content, Customer grants Onyx a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable and sublicensable license to use and exploit such feedback and suggestions without any obligation of compensation or attribution to Customer.

1.5. Data Usage. If Customer is a current customer of Onyx’s commission processing and related services, whether as a hotel or travel agency, then (notwithstanding anything to the contrary in the existing service agreements between Onyx and Customer) Customer hereby grants Onyx a perpetual, irrevocable, fully paid and royalty free, worldwide license to use, copy, perform, modify and prepare derivative works based on any data, content or materials provided by Customer in connection with the Services, provided that Onyx

aggregates or otherwise anonymizes such data, content, or materials such that it cannot be used to identify Customer or any other entity or individual (“**Aggregated Data**”). Aggregated Data will not be deemed confidential information of Customer, and Onyx may retain, use, and disclose such Aggregated Data freely in its sole discretion, including to operate and improve the Platform.

1.6. Platform Changes. Onyx reserves the right to alter, change or improve any part of the Platform as it deems necessary, including if required as a result of regulatory changes or other changes imposed by third parties beyond Onyx’s reasonable control.

2. FEES AND PAYMENT.

Customer will pay Onyx the fees as set forth in the Order (the “**Fees**”). All Fees are non-cancellable and non-refundable. Onyx may modify the Fees and pricing structure annually by providing Customer notice of the new fees and pricing structure at least 90 days before they take effect. All Fees are exclusive of, and Customer will be responsible for payment of, all taxes except for those based on Onyx’s net income or payroll.

3. TERM AND TERMINATION.

3.1. Term. The Agreement is effective as of the Order Date and, unless terminated in accordance with Section 3.2 below, will continue for the period set forth in the Order Form (including any renewals described therein) (the “**Term**”).

3.2. Termination. Either party may terminate the Agreement if the other party materially breaches any of its obligations hereunder and does not cure such breach within 30 days of written notice by the non-breaching party. Furthermore, Onyx may immediately suspend Customer’s access to the Platform in the event of: (i) Customer’s breach of Sections 1.3 or 1.4 above; (ii) any circumstance that, in Onyx’s sole reasonable discretion, jeopardizes the security, integrity, and confidentiality of the Platform or of Onyx’s or any other entity’s networks or systems; or (iii) as otherwise required to comply with applicable law. In the event of such suspension, Onyx will notify Customer as soon as practicable of the reason for the suspension, and will cooperate with Customer in good faith to resolve the problem and restore access. Onyx will have no liability for any such suspension.

3.3. Effect of Termination. Upon any termination or expiration of the Agreement, Customer’s access to the Platform will be disabled and Customer will promptly pay to Onyx any outstanding amounts owed to Onyx. Sections 1.3, 1.4, 1.5, 2, 3.3, and 4 through 7 will survive any termination or expiration of the Agreement.

4. INDEMNITY. Customer will defend, indemnify and hold harmless Onyx, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees) suffered or incurred by them in connection with a third party claim arising out of Customer’s use of the Platform or breach of the Agreement.

5. DISCLAIMER. THE PLATFORM AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE”. ONYX HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, GOOD AND WORKMANLIKE PERFORMANCE, NON-INFRINGEMENT, OR TITLE. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE AGREEMENT BY ONYX IS TERMINATION OF THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, ONYX DOES NOT WARRANT THAT THE PLATFORM OR CONTENT WILL MEET CUSTOMER’S NEEDS OR OBTAIN FOR CUSTOMER ANY PARTICULAR RESULTS, OR THAT ANY ASPECT OF THE PLATFORM OR CONTENT WILL WORK PROPERLY, OPERATE ERROR-FREE, OR WILL BE AVAILABLE CONTINUOUSLY. THE PLATFORM AND CONTENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND ARE NOT INTENDED AS A RECOMMENDATION FOR ANY PARTICULAR ACTION OR INACTION OR AS AN ENDORSEMENT OF ANY THIRD PARTIES. CUSTOMER AGREES THAT USE OF THE PLATFORM DOES NOT GUARANTEE ANY PARTICULAR RESULTS, INCLUDING WITHOUT LIMITATION SALES, PROFITS, REVENUE, OR ACHIEVEMENT OF ANY OTHER BUSINESS GOALS.

THE PLATFORM MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES NOT UNDER ONYX’S CONTROL OR OPERATION (“**THIRD-PARTY SITES**”). IN NO EVENT WILL ONYX BE RESPONSIBLE OR LIABLE FOR, DIRECTLY OR INDIRECTLY, AND CUSTOMER HEREBY FULLY RELEASES ONYX, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**ONYX PARTIES**”) FROM,

ANY DAMAGES OR LOSSES CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT, PRODUCTS, SERVICES OR OTHER MATERIALS AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES.

6. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ONYX BE LIABLE TO CUSTOMER FOR ANY: (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER ARISING (INCLUDING NEGLIGENCE); OR (B) AMOUNT IN EXCESS OF THE AMOUNT PAID BY CUSTOMER TO ONYX FOR ACCESS TO THE PLATFORM IN THE PAST TWELVE MONTHS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL, PARTIAL AND/OR FUNDAMENTAL BREACH OF THIS AGREEMENT) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CUSTOMER MAY NOT BRING OR INSTITUTE ANY CLAIM, ACTION, OR PROCEEDING AGAINST ONYX IN CONNECTION WITH THE PLATFORM OR CONTENT MORE THAN TWELVE MONTHS AFTER THE CAUSE OF ACTION ARISES.

7. MISCELLANEOUS.

7.1. Notice. Any notice of non-renewal, breach, or termination given by Customer hereunder must be sent in writing to Onyx at either Two Lincoln Centre, 5420 LBJ Freeway, Suite 900, Dallas, TX 75240. Onyx may provide notice to Customer hereunder in writing or by email using the contact information set forth in the applicable Order. Customer is responsible for ensuring such contact information stays current, and may update its contact information by providing Onyx written notice of any such updates.

7.2. Modifications. Onyx may update or revise these Terms from time to time. Onyx will make the then-current version of these Terms available on its website. By continuing to use the Services after these Terms have been updated, Customer agrees to be bound by then then-currently posted version of these Terms.

7.3. Governing Law. The Agreement will be governed by the laws of the State of Texas, without regard to its conflict of law principles, and all disputes hereunder will be resolved in the applicable state or federal courts located in Dallas County, Texas. The parties consent to the exclusive jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

7.4. Publicity. Onyx may use Customer's name and address in any listing, advertisement or promotional material to indicate that Customer receives the Services from Onyx and endorses the Services.

7.5. Force Majeure. Other than Customer's obligation to pay Fees, neither party shall be liable to the other for any failure to meet its obligations if such failure is due to any cause beyond the non-performing party's reasonable control.

7.6. No Waiver. Non-enforcement by either party of any term or condition of the Agreement will not constitute a waiver. Subject to Section 7.2 of these Terms, no waiver, amendment, alteration, or modification of the Agreement will be effective or binding unless it is set forth in a writing signed by duly authorized representatives of both parties.

7.7. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision and such invalid provision will be deemed severed from the Agreement.

7.8. Successors; Assignment. The Agreement will be binding on and will inure to the benefit of the parties hereto and their permitted heirs, administrators, successors, and assigns. The Agreement may not be assigned, conveyed, or otherwise transferred by Customer except with prior written consent of Onyx. Any attempted assignment in violation of this section will be null and void.

7.9. Independent Contractors. The parties are independent contractors. Nothing herein will be construed to create a partnership, joint venture, or similar arrangement between Onyx and Customer. Neither party shall be deemed to be an agent, employee, or representative of the other.

7.10. Entire Agreement. The Agreement constitutes the entire agreement between the parties in connection with the subject matter

hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, with regard to the subject matter hereof.

7.11. Language. This Agreement is in the English language only, which will be the controlling language with respect to this Agreement in all respects. Any translation of these Terms or this Agreement into another language is for convenience only, and no such translation will be binding against the parties hereto.