TERMS AND CONDITIONS FOR AGENCY CUSTOMERS

These Terms and Conditions for Agency Customers (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 or the Onyx affiliate executing the Order (in either case, "**Onyx**"). By executing an Order, Customer agrees to be legally bound by the then-current version of these Terms.

1. DEFINITIONS.

"**Agreement**" means the Order, these Terms, and any exhibits, policies, or documents referenced in any of the foregoing.

"**Commission Statement**" means a statement issued as part of the Sure Pay™ Services that includes all Participant Commission Records with respect to the applicable Payment Period.

"**Commissionable Reservation**" means a Customer Reservation for which a commission is due from the relevant TSP to Customer.

"**Customer Reservation**" means a reservation made by Customer (by telephone or electronically) with a TSP.

"**GroupPay™ Services**" means granting Customer access to an online portal to view information regarding group, meeting, and event bookings, as described in Section 2.6 below.

"**Order Date**" means the effective date of the applicable Order.

"**Participant**" means a TSP that has a commission processing contract in place with Onyx.

"**Participant Commission Record**" means a record provided to Onyx by a Participant setting forth the amount of commissions due to Customer.

Payment Period" means the scheduled cycle on which Onyx distributes to Customer commission amounts received from TSPs (less any applicable Fees). The Payment Period is monthly, unless otherwise set forth in the applicable Order.

"**Payment Report**" means a record issued as part of the RecoverPro™ Services that includes all Customer Reservations confirmed by TSPs, including details of any Commissions paid thereon.

"**RecoverPro™ Services**" means the recovery service for unpaid commissions offered by Onyx, as further described herein.

"**Services**" means, to the extent ordered in the relevant Order, the Sure Pay™ Services, RecoverPro™ Services, and GroupPay™ Services.

"**Sure Pay™ Services**" means the general commission payment consolidation services offered by Onyx, as further described herein.

"**TSP**" means a hotel or similar travel service provider that receives Customer Reservations.

2. SERVICES.

2.1. <u>Appointment; Customer Duties</u>. During the Term, Customer appoints Onyx as its exclusive, worldwide and independent contractor

to collect Customer Reservations, provide records of booking activities and consumption, and process commission payments under the terms of this Agreement. Customer will refrain from acting in any way to circumvent or interfere with the processing of commissions pursuant to this Agreement. Customer is solely responsible for notifying Onyx of any changes in ownership or other information, including without limitation changes in mailing address and ARC, IATA, or TIDS information as well as any legal entity information. Customer acknowledges and agrees that Onyx may use its affiliates worldwide to perform some or all of the Services hereunder.

2.2. Sure Pay™ Services. If an Order includes Sure Pay™ Services, Onyx will provide the commission consolidation services described in this paragraph. Within 15 business days after the end of each Payment Period, Onyx will: (a) consolidate by Participant those Participant Commission Records and corresponding commissions received by Onyx with respect to such Payment Period; (b) transmit to Customer the Commission Statement for such Payment Period; and (c) distribute to Customer the commissions actually received from the applicable Participants for such Payment Period, less any Fees. For Customers who receive only the Sure Pay™ Services (not RecoverPro™ Services), if a Participant pays Onyx less than the full amount of all commissions (including those due to Onyx's other agency customers) and fees owed by such Participant, Onyx will have no obligation to distribute any amount to Customer until such Participant has made full payment of all commissions and fees.

2.3. RecoverPro™ Services. If an Order includes RecoverPro™ Services, the parties will fulfill the following duties:

a. Customer Duties. Customer responsibilities. Customer will provide Onyx all information or data in a standard format as provided by Onyx with respect to all Customer Reservations (including no-shows, cancellations and non-commissionable transactions) made by it with TSPs. Customer acknowledges and agrees Onyx may also collect relevant information regarding Customer Reservations from TSPs and other third parties. Customer will forward to Onyx any confirmations of Customer Reservations provided by TSPs directly to Customer, within 14 days of receipt by Customer. Customer acknowledges and agrees that Onyx's ability to provide the Services depends on the data provided by Customer, and Customer will be responsible for any inaccuracies in such data. Customer is solely responsible for notifying Onyx of any changes in ownership or other information, including without limitation changes in mailing address and ARC, IATA, or TIDS information as well as any legal entity information. Customer is responsible for communicating any separate invoicing agreement, hereunder also self-billing agreements with any TSPs. Customer shall refrain from issuing invoices for commissions already invoiced through Onyx to prevent double invoicing.

b. Onyx Duties. Onyx will provide Customer the recovery services for unpaid commissions described in this paragraph. Onyx will: (a) issue notices to TSPs through automated processes for up to 12 months after check out date, setting out details of applicable Customer Reservations; (b) in the event Onyx believes (in its sole discretion) that a TSP has failed to respond or has underpaid commissions owed to Customer, take further actions towards such TSP that Onyx deems reasonable; (c) record all confirmations and details provided by TSPs with regards to Customer Reservations and corresponding commissions; (d) transmit the Payment Report to Customer; and (e) receive from TSPs commissions owed to Customer, and distribute to Customer such commissions (less any Fees) after each Payment Period; (f) provide Customer access to a web portal including Onyx's standard suite of reports. Onyx will issue commission invoices to TSPs in the name of Customer, in accordance with the invoicing principles set forth at https://invoice.onyxcentersource.com/#/principles with regards to the Covered Areas defined therein.

2.4. Commission Distributions. After each Payment Period, Onyx will distribute any commission payments payable hereunder by bank transfer in the currency designated by Customer in the Order, unless otherwise reasonably requested by Customer and agreed by Onyx. For avoidance of doubt, Onyx will have no obligation or responsibility to distribute any commissions to Customer beyond the amounts actually paid in advance to Onyx by the relevant TSPs, less any Fees. If Onyx pays any amount to Customer in error, Customer will promptly repay such amounts to Onyx. Onyx may return to TSPs any commission amounts that are cannot be delivered to, or remain unclaimed by, Customer.

2.5. Service Providers. Onyx may work with third-party service providers to facilitate the performance of the Services, provided that Onyx will remain liable for such parties' performance hereunder. If Customer's authorization or approval is required by any partners or

sub-suppliers, Customer will not unreasonably withhold such approval. Onyx is entitled to charge Customer for its costs for retaining the services of partners and/or sub suppliers.

2.6. GroupPay™ Services. If an Order includes GroupPay™ Services, Onyx will provide Customer access to certain online tools and functionality to review and track group, event, and meeting status, actualization, and related information.

2.7. Ownership. Onyx will retain all right, title, and interest in and to any information, software, or other materials provided or made available to Customer by Onyx in relation to the Services. Customer will retain all right, title, and interest in and to any information provided to Onyx by Customer in relation to the Services. 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. Onyx may aggregate or otherwise anonymize data such that it cannot be used to identify Customer or any individuals ("**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.

2.8. Data Protection. Onyx's Data Processing Addendum, available here, is incorporated into and made a binding part of these Terms.

2.9. Changes to Services. Onyx reserves the right to alter, change or improve any part of the Services 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. The Order is for Onyx to provide the standard Services it provides to its customers generally, and Onyx reserves the right to accept or reject any requested changes or modifications to such Services. Any such changes accepted by Onyx will be developed and implemented at Customer's expense.

3. FEES AND PAYMENT.

3.1. Fees. Customer will pay Onyx the fees as set forth in the Order (together with any fees described in this Section 3, 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.

3.2. Professional Services Fees. Onyx has no obligation to perform any services beyond the scope of the Services set forth herein. Any out-of-scope Fees requested by Customer will be performed at Onyx's discretion and subject to Onyx's then-current professional services rates.

3.3. Currency Exchange and Banking Fees. Customer acknowledges that Onyx incurs costs and risks in converting currency for the benefit of Customer, and agrees that Onyx may include its standard margin or markup in the exchange rate to cover these items. To the extent Onyx carries out banking-related procedures or tasks (e.g., check cashing) in order to enhance the Services and/or reduce the overall costs, Onyx shall be entitled to charge the Customer for this work. Such currency exchange margins and markups, and banking-related fees, will be deemed Fees hereunder.

3.4. Offset. Onyx will have the right to offset any Fees and other amounts owed to it against any commissions to be distributed to Customer hereunder. In the event such offset results in Customer owing net amounts to Onyx, Onyx may invoice Customer for such amounts. Any such invoices will be paid by Customer within 14 days from the date of the invoice.

4. TERM AND TERMINATION.

4.1. Term. Unless otherwise set forth in the Order, the Agreement is effective as of the Order Date and will continue for a period of three years (the "**Initial Term**"), at which point it will automatically renew for additional one year terms (each a "**Renewal Term**", and together with the Initial Term, the "**Term**") unless either party provides notice of non-renewal at least 90 days prior to the end of the then-current term.

4.2. 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. If Customer materially breaches the Agreement and does not cure such breach within 2 business days of notice, Onyx may suspend performance under the Agreement until such time as the breach is cured. Onyx is entitled to notify relevant TSPs of any such suspension, and the rest of the Agreement will remain in effect during the duration of any such suspension.

4.3. Effect of Termination. Upon any termination or expiration of the Agreement, Customer will promptly pay to Onyx any outstanding amounts owed to Onyx. In addition, if the Agreement is terminated due to Customer's breach, Customer will pay Onyx an early termination fee of 50% of the Fees prorated to a monthly amount, multiplied by the number of months remaining in the then-current Initial or Renewal Term. The parties agree that this early termination fee is not a penalty but a reasonable estimate of Onyx's damages in the event of termination for Customer's breach, as Onyx's actual damages may be difficult to readily ascertain. Sections 1, 2.5, 2.8, 3, 4.3, 5, 7, 8, 9, and 10 will survive any termination or expiration of the Agreement.

5. CONFIDENTIALITY.

5.1. Definition. "**Confidential Information**" is any nonpublic information that one party discloses to the other in any form whatsoever which should, due to the nature of the information or the circumstances surrounding the disclosure, be reasonably understood to be confidential. Confidential Information includes without limitation software, processes, and other technical, financial, or other business information, and any pricing and other terms set out in the applicable Order. Confidential Information does not include any information that: (a) was in or enters the public domain through no act or omission of the recipient; (b) the recipient can show was in its possession or known to it prior to the disclosure hereunder; (c) was independently developed by the recipient without use of or reference to any Confidential Information; or (d) is received by the recipient from a third party without breach of any confidentiality obligations.

5.2. Protection. The disclosing party at all times retains all right, title and interest in and to its Confidential Information. The recipient will maintain any Confidential Information 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. The recipient will not disclose any Confidential Information to any third party other than to its employees, subsidiaries 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. The recipient will be responsible for any wrongful disclosure or use by any of its employees or contractors. In the event any court or other authority orders the recipient to disclose any Confidential Information, the recipient will promptly notify the disclosing party of such order and reasonably cooperate with the disclosing party to contest such disclosure, at the disclosing party's expense. Upon any termination or expiration of the Agreement, or at any time upon the disclosing party's reasonable request, the recipient will return or destroy any Confidential Information in its possession or control.

5.3. Network Security. It is the responsibility of the Customer to promptly notify Onyx when access to Onyx systems must be revoked. This requirement also includes contractors or third parties that access Onyx systems on behalf of the Customer. Upon written notice to Customer, Onyx may suspend the Services and Customer's access to its system in response to what Onyx deems a reasonable network security threat, provided that the parties will then cooperate in good faith to resolve the problem and restore access.

5.4. Remedies. The parties acknowledge and agree that breach of this Section 5 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.

6. REPRESENTATIONS. Each party represents and warrants that: (i) it has the right, power and authority to enter into the Agreement and to fully perform all of its obligations thereunder; (ii) entering into the Agreement does not violate any agreement or obligation existing between it and any third party; and (iii) it has, and will at all times maintain, commercially reasonable network security policies and procedures. Customer represents and warrants that any information it provides to Onyx under the Agreement will be complete and accurate.

7. 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: (i) Customer's use of the Services; (ii) Onyx's use of information provided by Customer; or (iii) Customer's breach of the Agreement.

8. DISCLAIMER. Onyx's role as a commission processor hereunder is that of a clearinghouse only, and Onyx has no responsibility or obligation to: (i) distribute any commissions allegedly owed to Customer beyond any commission payments Onyx has actually received from TSPs; or (ii) resolve or be involved in any dispute between Customer and any TSP. Onyx has no responsibility, and Customer hereby releases Onyx, for the acts or omissions of third parties including those related to wire transfer, direct deposit, or other services related to the Agreement, or for a TSPs failure to pay commissions. Onyx is not responsible for any inaccuracies in any information provided by Customer or any TSPs or other third parties. Onyx is not responsible for the availability or functionality of Customer's and third parties' hardware, software, and networks which may be required for the Services to be effective. Customer's sole and exclusive remedy for any error in any invoice or report will be for Onyx to reissue the affected invoice or report. THE SERVICES AND ANY INFORMATION OR OTHER MATERIALS PROVIDED BY ONYX TO CUSTOMER 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.

9. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 5 AND THE INDEMNIFICATION OBLIGATIONS IN SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR UNPAID COMMISSIONS) OF THE OTHER PARTY THAT RESULT FROM OR ARE RELATED TO THE AGREEMENT, EVEN IF IT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ONYX'S AGGREGATE LIABILITY TO CUSTOMER FOR ALL CLAIMS UNDER THE AGREEMENT EXCEED THE FEES ACTUALLY RECEIVED BY ONYX FROM CUSTOMER IN THE 12 MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO A CLAIM FOR SUCH DAMAGES.

10. MISCELLANEOUS.

10.1. <u>Notice</u>. 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 (if the applicable Order was signed by Pegasus Business Intelligence, LP d/b/a Onyx CenterSource) or P.O. Box 529, Rambergveien 1, Tonsberg, N-3101, Norway (if the applicable Order was signed by Onyx CenterSource AS). Any other communications from Customer may be sent via email at tasupport@onyxcentersource.com. 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.

10.2. <u>Modifications</u>. 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.

10.3. <u>Governing Law</u>. Based on which Onyx entity that signs the applicable Order, (a) the Agreement will be governed by the laws of the jurisdiction stated below, without regard to its conflict of law principles, and (b) all disputes hereunder will be resolved in the applicable courts located in the jurisdiction stated below. The parties consent to the exclusive jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

Onyx Entity	Governing Law	Venue
Pegasus Business Intelligence, LP	Texas law (USA)	Dallas County, Texas

d/b/a Onyx CenterSource		
Onyx CenterSource AS	Norwegian law	Oslo, Norway

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

10.5. 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.

10.6. No Waiver. Non-enforcement by either party of any term or condition of the Agreement will not constitute a waiver. Subject to Section 10.2 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.

10.7. 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.

10.8. 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.

10.9. 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.

10.10. Taxes. "**Taxes**" means all sales, use, VAT, GST, MVA, HST, and other revenue, direct, and indirect taxes that may be levied on either party arising out of this Agreement, the fees, or any commissions processed hereunder. All fees payable hereunder are exclusive of Taxes, except for those based on Onyx's net income or payroll. Additionally, Customer will be solely responsible for calculating, reporting, and paying to the relevant tax authority any Taxes levied on the Services or the commissions distributed to Customer hereunder.

10.11. 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.

10.12. 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.