TERMS AND CONDITIONS FOR HOTEL CUSTOMERS

These Terms and Conditions for Hotel 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.

"**Agencies**" means travel agencies and similar entities.

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

"**Booking Data**" means a file containing Customer booking information, as further described in Section 2.2 of these Terms.

"**Commission**" means a commission due from Customer to an Agency.

"**Commissionable Transaction**" means any reservation that is identified by Customer as fully or partially commissionable and for which the related Commission is processed under the Agreement.

"**CommPay™ Services**" means the general commission processing services offered by Onyx, as further described herein.

"**Funding Notice**" means statement sent to Customer by Onyx listing the amount of Commissions due to Agencies.

"**GroupPay™ Services**" means the group, meeting, and event commission processing services offered by Onyx, as further described herein.

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

"**Processing Cycle**" means the frequency with which Onyx receives the Booking Data from Customer, as set forth in the Order.

"**Services**" means the CommPay™ Services and, if included in a relevant Order, the GroupPay™ Services.

2. SERVICES.

2.1 <u>Generally</u>. Upon execution of an Order that includes CommPay™ Services and/or GroupPay™ Services, Onyx will add Customer to its system as a CommPay™ Services and/or GroupPay™ Services participant.

2.2 Booking Data. Each Processing Cycle, Customer will provide Onyx all information or data in a form reasonably requested by Onyx with respect to all reservations (including no-shows, cancellations and non-commissionable transactions) made with it by Agencies. Customers who receive GroupPay™ Services must also provide event name and any other information reasonably requested by Onyx related to any group, event, or meeting bookings.

2.3 Funding Notice; Distribution. Based on the Booking Data, Onyx will create and provide a Funding Notice for each Processing Cycle. Customer will transfer to Onyx all Commission amounts set forth in the Funding Notice within the timeframe set forth therein. After each Processing Cycle, Onyx will distribute the applicable Commission payments actually received from Customer to the relevant Agencies, in accordance with information provided by Customer. Onyx will distribute such payments: (i) to Members in the currency selected by such Members; and (ii) to Non-Members in U.S. Dollars unless otherwise set forth in the Order, or 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 Agencies beyond the amounts actually paid in advance to Onyx by Customer. If Customer disputes in good faith any amount due set forth in a Funding Notice, it will give Onyx written notice including reasonable details relating to the dispute. Any dispute that is not brought to the attention of Onyx within 60 days of Customer's receipt of the applicable Funding Notice will be conclusively waived.

2.4 GroupPay™ Services. If an Order includes GroupPay™ Services, then in addition to processing group, event, and meeting Commission payments as described above, Onyx will provide Customer certain online tools and functionality to review and track group, event, and meeting status, actualization, and related information.

2.5 Commission Inquiries. If Onyx receives inquiries from Agencies regarding Commissions, it will use reasonable efforts to review, research and respond to such inquiries based on the Booking Data and other information received from Customer. Onyx will not be obligated to review, research, or respond to any inquiry that relates to a transaction completed more than 12 months prior to the receipt of such inquiry. Onyx may forward such inquiries to Customer for further review, and Customer will review and research any such inquiries and respond to Onyx reasonably promptly.

2.6 Implementation; Service Modification. The parties will use commercially reasonable efforts to implement the Services within 60 business days from the Order Date. Onyx may modify the Services in its discretion from time to time, provided that no such modification has a material adverse effect on Customer's use of the Services.

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 <u>Data Protection</u>. Onyx's Data Processing Addendum, available at http://signup.onyxcentersource.com/#data, is incorporated into and made a binding part of these Terms.

3. FEES AND PAYMENT.

3.1 <u>Fees</u>. Customer will pay Onyx the fees as set forth in the Order ("**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 <u>Professional Services Fees</u>. 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 <u>Currency Exchange</u>. 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.

3.4 <u>Taxes</u>. All amounts payable hereunder are exclusive of sales, use, value-added, and other taxes, except for taxes based on Onyx's income or payroll (collectively, "**Taxes**"). Customer will be responsible for and will submit to the relevant tax authority any Taxes levied on the Services. Customer will promptly pay to Onyx, upon demand, an amount equal to such Taxes actually paid or required to be collected or paid by Onyx for which Customer is responsible under this section.

4. TERM AND TERMINATION.

4.1 <u>Term</u>. 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 <u>Termination</u>. 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 Agencies of any such suspension, and the rest of the Agreement will remain in effect during the duration of any such suspension.

4.3 <u>Effect of Termination</u>. 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, 2.7, 3, 4.3, 5, 7, 8, 9, and 10 will survive any termination or expiration of the Agreement.

5. CONFIDENTIALITY.

5.1 <u>Definition</u>. "**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. 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 <u>Protection</u>. 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 <u>Network Security</u>. 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 <u>Remedies</u>. 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.

6.1 <u>Anti-bribery/Anti-corruption</u>. Customer hereby represents, warrants and covenants to Onyx that neither Customer nor any of its directors, officers, agents, stockholders or employees acting on behalf of Customer, has not and will not, , in connection with the transactions contemplated by the Agreement or in connection with any other business transactions involving Onyx, directly or indirectly give or promise to give, offer, agree, confer or agree to confer, authorize, request, accept or agree to accept any payment or transfer of any money or other thing of value to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence any government official, political party or any other person to misuse his or her position in order to gain an improper business or commercial advantage or to engage in conduct that is otherwise illegal under any applicable domestic or international anti-corruption laws and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA").

6.2 <u>Termination Right.</u> In the event that Onyx believes, in good faith, that Customer has acted in any way that may subject Onyx to liability under any applicable domestic or international anti-corruption laws and regulations, including, but not limited to, the FCPA, 18 U.S.C. § 201, Onyx shall have the unilateral right, exercisable immediately upon written notice to Customer, to terminate the Agreement, subject to the provisions of section 4.3 of the Agreement.

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 by Customer to Agencies beyond any Commission payments Onyx has actually received from Customer; or (ii) resolve or be involved in any dispute between Customer and any Agency. Onyx has no responsibility for the acts or omissions of third parties including those related to wire transfer, direct deposit, or other services related to the Agreement. Onyx is not responsible for any inaccuracies in any information provided by Customer. 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. 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) 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 Notice. Any notice given by Customer hereunder must be sent in writing to Onyx at 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.

10.2 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.

10.3 Governing Law. 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
Worldwide Payment Systems, S.A.U., d/b/a Onyx CenterSource	Spanish law	Seville, Spain
Pegasus Business Intelligence, LP d/b/a Onyx CenterSource	Texas law (USA)	Dallas County, Texas

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 <u>No Waiver</u>. Non-enforcement by either party of any term or condition of the Agreement will not constitute a waiver. Subject to Section 10.1 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 <u>Severability</u>. 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 <u>Successors; Assignment</u>. 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 <u>Independent Contractors</u>. 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 <u>Entire Agreement</u>. 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.

10.11 <u>Language</u>. 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.