



Master Service Agreement



CENDYN MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) is between Cendyn Group, LLC, and its subsidiaries (“Cendyn,” “we,” “our”) and Customer. “Customer” (and “you” or “your”) refers to the entity that signs this MSA’s signature block. The MSA’s “Effective Date” is the date Customer signs this MSA. The effective date of order forms and scopes of work may be different from the Effective Date.

1. CENDYN’S SERVICE COMMITMENTS TO CUSTOMER

1.1 Cendyn Will Offer Subscription Services for You to Use. We will give you access to our software platform and products on a subscription basis (the “Subscription Services”). We will document the type and price of Subscription Services that you can use in an order form (“OF”).

1.2 Cendyn Will Offer Professional Services. We will provide professional, agency, design, hosting, enablement, implementation, configuration, customization, integration, data import, export, extraction, monitoring, 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 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. You agree that these suggestions are only recommendations, and not legal advice.

1.3 Cendyn Will Update Subscription Services. We will update our Subscription Services. You agree that planned updates and our product roadmap are not promises or commitments to deliver any improvement, update, feature, function, and/or integration. You agree that as part of updating Subscription Services, there may be downtime, planned outages, and patches needed. Further, you permit Cendyn to transfer you from any older Subscription Service (“Old Service”) to a new or better Subscription Service (“New Service”), provided that the New Service provides substantially the same functionality as the Old Service. If we remove a material feature or functionality specifically listed and priced in your Old Service OF, we will re-negotiate a new OF for the New Service with new pricing. If, in switching from an Old Service to a New Service, we remove a feature or functionality that is the sole Service listed and priced on the Old Service OF, you may terminate that Old Service OF under Section 10.3 (Termination for Material Breach).

1.4 Cendyn 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. 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 in a country subject to US embargo or trade sanctions.

1.5 Cendyn Connects with Certain Third-Party Applications. At your request, Cendyn may connect its Subscription Services with certain third-party applications/software that Cendyn does not own (“Third-Party Applications”). A Third-Party Applications may require you to enter into a separate agreement before the Third-Party Application can connect to the Subscription Services. You agree to sign those Third-Party Agreements and abide by their terms. To maintain the performance of the Subscription Services, we may control the volume of 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, delay, lack of connectivity to the Subscription Services or your internal systems concerning or caused by the Third-Party Application is not Cendyn’s fault or responsibility and is not a material breach or reason for non-payment. If you request Cendyn to connect a Subscription Service to a Third-Party Application, we may charge you for that connection or for development work required to build a connection. Also, in some



circumstances, Cendyn will connect you directly to Third-Party Applications, if that happens, you are responsible for all fees associated with those connections during the term of an OF/SOW, this includes any price increases imposed by the Third-Party Application even if the price increase is not documented on the OF/SOW. You are also responsible for any fees incurred by Cendyn for an enduring connection of Third-Party Application to our Subscription Services even if your contract with us has terminated. You will cancel all Third-Party Applications if you no longer need them.

2. CUSTOMER'S COMMITMENTS TO CENDYN

2.1 You Are Responsible for Authorized Users. You are responsible for: (a) the actions and omissions of Authorized Users' (defined below) use of the Subscription Services; (b) ensuring that your Authorized Users secure their access and passwords to the Subscription Services and do not use personal email addresses to access the Subscription Services; and (c) notifying Cendyn 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. An Authorized User cannot share their credentials, must change credential passwords frequently, and must keep login and passwords secret. "Authorized User(s)" means your employees, contractors, and/or authorized agents that use or access to the Subscription Services.

2.2 You Will Abide by Usage Limits. Depending on the Subscription Service you purchase, your OF may describe usage limits (limits may also refer to room or property counts). If we: (a) determine that you have exceeded usage limits; (b) notify you about the overuse; and (c) give you five days to cure the overuse and you fail to do so, we will invoice you, and you agree to pay us, additional fees for such overuse. Fees for overuse are at the then-current list price, and we may invoice you for such fees without an amendment to the OF or your consent.

2.3 You Will Cooperate with Cendyn to Implement & Use the Services. You agree to: (a) reasonably cooperate with Cendyn with respect to the implementation, maintenance, performance, modification, enablement, 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 Cendyn team; and (e) timely communicate with Cendyn. If you do not fulfill these duties, it may delay or impact Cendyn's ability to implement, provide, and/or perform the Services, and Cendyn will not be under any obligation to delay or pause invoicing. Cendyn will also not be in breach of this MSA for any delays or failures attributable to you, your employees, agents, and/or third parties during the implementation or Term of the Subscription Services or a Professional Services project. Further, during implementation of Services, new information 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 the applicable OF/SOW and cannot be used against Cendyn, even if such discoveries impact contracted timelines and deliverables.

2.4 You Will Advise Cendyn of Changes to your Connected Property Management System ("PMS") or other Third-Party Applications ("Updated Third-Party Software") & Agree That You May Be Liable for Fees Associated with Connecting Cendyn to the Updated Third-Party Software. You agree that when purchasing Services from Cendyn and executing an OF/SOW, pricing and commitments are based on your PMS, software stack, and Third-Party Applications at the time of purchase. Therefore, you acknowledge that: (a) you are still bound by and responsible for any open Cendyn OFs and/or SOWs irrespective of Updated Third-Party Software; (b) any Updated Third-Party Software is outside of the scope of what you have purchased from Cendyn and therefore, you cannot claim Cendyn is in material breach for failing to connect with such Updated Third-Party Software; (c) any development work needed to connect the Updated Third-Party Software to Cendyn's Subscription Services will be considered additional work that is documented in a separate SOW with applicable fees; and (d) the Updated Third-Party Software was not a change made by Cendyn and, therefore, any issues associated with Updated Third-Party Software are not Cendyn's fault, cannot be



considered a material breach, and do not relieve you of contractual agreements under this MSA and relevant OF/SOW. For the avoidance of doubt, the following changes are also encompassed under the definition of Updated Third-Party Software: upgrades to existing software/PMS, changes to end points, changes to your network (e.g. IP address change, domain or URL changes, firewall or security policy changes, certificate updates, port changes, authentication method changes, and/or database or server migrations). Additionally, you agree to provide Cendyn with at least six months' notice before Updated Third-Party Software changes.

2.5 You Will Not Misappropriate or Misuse the Services. You will not (and shall not allow a third-party to): (a) resell, 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.

2.6 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.

(a) You and Cendyn agree to the Data Protection Agreement ("DPA") located at https://www.cendyn.com/cendyn_customer_dpa/, which Cendyn may update from time to time to ensure ongoing compliance with applicable laws. You agree to abide by the terms of the live DPA, even you did not sign it or we updated the DPA after you signed this MSA.

(b) You agree that you will not upload any patient, medical, or other protected health information into the Subscription Services.

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

3.3 Cendyn's Commitment to Security. During the Term (as defined below) Cendyn 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 SSAE 18 SOC 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 Cendyn's Use of Artificial Intelligence. Some of Cendyn's Subscription Services may have features that utilize artificial intelligence ("AI"), machine learning, or similar functionality ("AI Features"). Further, Cendyn may provide other Services and support to you using AI or technology that contains AI Features. AI and/or AI Features may include technology developed by Cendyn or a third-party provider. Cendyn is committed to safeguarding Customer Data. Cendyn will not knowingly use Customer Data to train public AI. However, the parties acknowledge that Cendyn may train its AI Features in Cendyn's local and offline environment for product and research development purposes with Customers' metadata. For example, AI Features may analyze how certain customers interact with and use our Subscription Services and what customers need help with. You agree that Cendyn may use AI Features in accordance with this section.



3.5 Your Commitment to Security. You will implement and maintain 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, security training and best practices, keeping passwords secure, and maintaining adequate access controls.

3.6 Audits. Given that Cendyn conducts its own security assessments, Cendyn will charge you \$300, in United State Dollars (“USD”), an hour for any audit that you may want to conduct on the Subscription Services you purchase. You may not conduct more than one audit per year, unless required by law. Further, if your OF/SOW’s term is one year or less, then you may not conduct an audit of those Subscription Services.

4. THE PARTIES’ INDIVIDUAL INTELLECTUAL PROPERTY RIGHTS

4.1 Cendyn Owns the Services & Usage Data. Cendyn owns and retains right, title, and interest to the Services, and any modifications, improvements, or enhancements to the Services. Cendyn 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. 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 Cendyn backend system concerning use and performance of the Services and it does not include personally identifiable information.

4.2 Cendyn Owns Feedback About the Services. “Feedback” is any suggestion or idea for improving, enhancing, and/or modifying the Services. Cendyn owns any Feedback you provide about the Services. Cendyn may use, profit from, disclose, publish, keep secret, or commercially exploit the Feedback, without compensating or crediting you, an Authorized User, or an end user. You do not have 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 gives 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.

4.4 Customer Gives Cendyn Permission to Access & Process Customer Data. You authorize Cendyn to access and process Customer Data and to share Customer Data with Cendyn’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

(a) “Confidential Information” is: (i) nonpublic Customer Data; (ii) any document the disclosing party marks “Confidential;” (iii) Services documentation (including developer documents); and (iv) any other nonpublic, sensitive information/documents the receiving party should reasonably consider a trade secret or otherwise confidential (e.g., contracts, pricing information, Services functionality, and product roadmaps) irrespective of whether the information is marked or disclosed as “confidential.”

(b) Confidential Information is not information/documents 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 their Confidential Information and may only use the other party's Confidential Information in connection with the Services.

5.3 Nondisclosure & Non-Use. The receiving party: (a) shall not disclose Confidential Information to its employees/contractors/vendors unless such person/entity needs 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

(a) Receiving party may disclose this MSA and attendant OFs/SOWs in confidence to your legal counsel or professional advisors who need to know in the context of a merger, financing, audit, or similar transaction.

(b) 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 will 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 Cendyn the fees provided in each OF (the "Subscription Fee") and/or SOW ("Professional Services Fee" and, together with the Subscription Fee, the "Fees"). Unless stated in the OF, you will pay your Subscription Fees annually. Cendyn's invoices are payable 20 days from the invoice date. If your payment is late, you agree to pay interest charges of 3% per month or the highest rate permissible under applicable law. Cendyn will not refund Fees, in whole or in part, unless explicitly stated in this MSA. All Fees are subject to an annual price increase of 8%. Non-payment of undisputed Fees is a material breach of this MSA.

6.2 Changing Invoicing Process/Structure. If, during the Term, you request that Cendyn change how it invoices for Services, you agree that, if Cendyn agrees to such change, Cendyn may charge you a \$100 (USD) administrative fee, per property, to change the invoicing process/structure. Such chargeable changes include changing the billing entity (be it from corporate billing to property-level billing or vice versa), changing the invoicing frequency, changing currencies, split billing (in which we are asked to invoice separately for Services), and asking us to remit invoices through a payment portal.

6.3 Expenses. You agree to reimburse Cendyn 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 and/or due to Updated Third-Party Software; (b) you have a decline in business, renovation, or other event that causes your property(ies) to temporarily or permanently close; (c) you no longer own, lease, manage, or control the operations of a property for which you have purchased Services; (d) you do not have time, resources, or headcount to implement, use, manage, update, or learn about the Services; and/or (e) a reservation is not completed or partially completed (given that Cendyn gets paid for booked and not completed reservations).



6.5 Payment Disputes. If you dispute the accuracy of any Fees or Expenses, you must provide Cendyn with written notice of and reasons for the disputed amount within 10 days after receiving the invoice in dispute. If you do not provide timely notice, you waive your right to contest the invoice and the full amount of the invoice is due. If you only dispute a portion of an invoice, you must pay Cendyn the undisputed amount on time.

6.6 Taxes

(a) **Taxes Generally.** Other than taxes on Cendyn's net income, you agree to pay and be liable for all taxes relating to Cendyn's provision of Services. You understand that taxes are not included in the Fees.

(b) **Withholding Taxes.** If you are required to withhold tax from payment to Cendyn in certain jurisdictions, you must provide valid documentation confirming remittance of withholding. You must provide this documentation at the time of payment of the applicable invoice.

(c) **Exemptions.** If you contend that you are exempt from any sales tax, VAT, GST, or similar tax, you must provide Cendyn a valid tax exemption certificate or tax ID at the time you sign the OF/SOW.

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 conflicting or supplementary terms and conditions provided on a purchase order are invalid even if Cendyn signs the purchase order.

7. REPRESENTATIONS & WARRANTIES

7.1 Representations & Warranties That We Make To Each Other. We make the following representations and warranties to each other:

Representation & Warranty	Made by Customer to Cendyn	Made by Cendyn to Customer
(a) Both parties have read and have the right and authority to execute and perform the obligations under this MSA and any attendant OF/SOW	☒	☒
(b) Customer has obtained or will obtain all necessary consents so that Cendyn can process personal data under this MSA and any attendant OF/SOW	☒	
(c) Customer has not knowingly provided any inaccurate information to Cendyn about Customer's business or properties	☒	
(d) Customer uses antivirus protection on any Customer-owned devices that will access the Services	☒	
(e) Cendyn owns the Services or has a valid commercial license for the same		☒
(f) Services will materially conform to the specifications noted in an OF/SOW		☒
(g) Cendyn 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. OTHERWISE, THE SERVICES ARE PROVIDED "AS IS," WITH 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. CENDYN DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CENDYN IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET, SOFTWARE, INTEGRATED SYSTEMS, OR OTHER SYSTEMS OUTSIDE CENDYN'S CONTROL.

(b) Any promises, product guarantees, integration capabilities, or roadmap items are not binding on Cendyn 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 Cendyn.

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

8. INDEMNIFICATION

8.1 Indemnification Obligations That We Have To Each Other. Below are our obligations to defend, indemnify, and hold harmless each other and our Associates (as defined below) against a third-party claim, suit, or proceeding. "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 Cendyn	Cendyn will Indemnify Customer
(a) Cendyn materially breaches the MSA, any attendant OF/SOW, or any applicable law to Cendyn		☒
(b) Customer materially breaches the MSA, any attendant OF/SOW, or any applicable law to Customer	☒	
(c) The Services infringe any intellectual property rights of a third party		☒
(d) Customer did not obtain consent for Cendyn to process personal information	☒	
(e) Claims related to Customer Data or price transparency laws	☒	
(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) Cendyn's indemnification obligations do not apply: (i) to portions of the Services not provided by Cendyn; (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, DPA, related OF/SOW, and/or applicable law.

(b) Customer's indemnification obligations do not apply to the extent the indemnification claim is related to Cendyn's breach of this MSA, DPA, 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 include 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 4.1 (CENDYN 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 (WHICHEVER IS MORE) 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 INTERRUPTIONS, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

9.3 Exclusion of Liability & All Damages. CENDYN DISCLAIMS ANY LIABILITY AND RESPONSIBILITY FOR DAMAGES RELATED TO: (A) THIRD-PARTY APPLICATIONS; (B) THIRD-PARTY SOFTWARE UPDATES; (C) ANY EQUIPMENT OR SOFTWARE CENDYN DOES NOT OWN AND CONTROL; (C) THE FLOW OF DATA TO AND FROM OTHER THIRD-PARTY APPLICATIONS; (D) YOUR FAILURE TO OBTAIN END USER AND/OR GUEST CONSENT FOR CENDYN 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 ("Term") begins on the Effective Date and continues until the latest end date in an OF/SOW under this MSA. Unless you provide Cendyn with 90 days' prior, written notice, OF/SOWs will automatically renew at the end of that OF/SOW's term for the same amount of time as the OF/SOW's initial term or for one 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 Cendyn's then current list-price for one more year.

10.2 Suspension of Services During the Term. Cendyn may temporarily suspend the Services: (a) without notice, if Cendyn reasonably concludes that your or another third-party's access to or use of the Services is causing immediate and ongoing harm to Cendyn, you, and/or others (in this extraordinary case, Cendyn 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 Cendyn for undisputed Fees. Cendyn is not liable to you or to any third party for any liabilities, claims, or expenses arising from or related any suspension. Suspension does not excuse Customer from performance under this MSA, which includes the obligation to timely pay Fees.

10.3 Termination for Material Breach.

(a) Either party may terminate an OF/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 Cendyn terminates this MSA or OF/SOW for your material breach, then you agree to pay Cendyn, within 30 days of termination, an amount equal to the greater of: (i) the monthly average amount invoiced under this MSA, OF(s), and/or SOW(s) (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 SOWs, multiplied by the number of months remaining in the then-current Term.

(c) If you terminate this MSA, an OF, or a SOW for material breach, Cendyn 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 an OFAC list, becomes headquartered in a OFAC sanctioned country.

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

(a) Cendyn 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 and Confidential Information 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 Cendyn if such Third-Party Applications seek payment from Cendyn; and



(d) Cendyn will invoice you for all outstanding Fees and Expenses and, if certain Fees are due upon a reservation's arrival or departure date, Cendyn 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 contained in 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, 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 (currently \$300 USD per hour).

10.6 Data Deletion. After an OF terminates, Cendyn will suspend access to the Subscription Services. Within 30 days after such suspension, Cendyn 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 Customer has more than one OF/SOW, and only one is terminated, the other OFs/SOWs will remain in effect.

11. MISCELLANEOUS

11.1 Force Majeure. No delay, failure, or default (other than a failure to pay Fees when due) constituted a breach of this MSA/OF/SOW to the extent caused by acts of war, terrorism, hurricanes, 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 software 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 MSA's term. 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 Cendyn employee, agent, or representative in connection with this MSA, and any OF/SOW.

11.5 Publicity. Cendyn may name you as a customer and use your name, logo, and trademark on Cendyn's website and in Cendyn'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 Cendyn competitor in the hotel management 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 Cendyn for the same Services contained in the applicable OF/SOW at Cendyn’s then-current rate for such Services; and (b) the Divested Property and/or you agree to pay Cendyn, 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, Cendyn 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 Cendyn. If the Divested Property does not wish to continue using Cendyn’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. Cendyn will send notices under this MSA to the email contact provided in a OF/SOW. You will send notices under this MSA to legal@cendyn.com and to your Cendyn 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 court finds that a provision of this MSA is 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 State of Delaware and applicable US federal law, 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 federal and state courts of Wilmington, Delaware.

11.14 Product Annexes. Product-specific annexes to this MSA are incorporated by reference. However, they only apply, and you are only bound by them, if you purchase that particular product.

11.15 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. The parties may only amend the MSA/OF/SOW by a written agreement, in English, 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, customer 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 DPA, the OF/SOW, any applicable Annex to the MSA, and the MSA.

The parties read and understand the MSA. The parties 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. Finally, Customer agrees that Cendyn will provide all Services and support in English.



KNOWLAND PRODUCT ANNEX TO CENDYN MASTER SERVICE AGREEMENT

Additional Terms & Conditions

This Annex only applies if you purchase or subscribe to Cendyn's "Knowland Product" ("Knowland").

A1. ACCESS TO THE SUBSCRIPTION SERVICES

A1.1 Your Access to Knowland. Your OF (which, in this annex, also includes Knowland "service orders") describes your access to Knowland. You agree that your access is only for internal business purposes and in accordance with the service limits in your OF.

A1.2 You Will Abide by Knowland's Usage Restrictions. You agree that you will not use Knowland to: (a) create any derivative product from any content, data, metrics, and information contained within Knowland ("Knowland Content") outside of internal business purposes; (b) allow third parties other than Authorized Users to access to the Services; or (c) remove any proprietary markings contained on or in the Knowland Content. "Knowland Authorized Users" are your employees who access Knowland with a single email domain. Authorized Users do not include your Affiliates, contractors, consultants, or any of their employees or agents.

A1.3 You Will Not Share Knowland Content. Knowland Content can only be used by you and not any third-party, including any affiliated property that is not a Knowland customer. If you have affiliated properties (including those that share ownership, management, or sales teams) wishing to use Knowland, then each such property or affiliate must obtain its own subscription to Knowland. Accordingly, Section 1.4 of the MSA does not apply to your subscription to Knowland.

A2. SCOPE OF KNOWLAND CONTENT & OWNERSHIP

A2.1 Cendyn's Retained Rights & Ownership of Knowland Content. In addition to ownership rights under Section 4.1 and 4.2 of the MSA, Knowland retains all right, title and interest to the Knowland Content presented within Knowland. And you acknowledge that you do not own or acquire any rights to Knowland Content within Knowland even where you may have supplied such information to Knowland. And, for clarity, the parties acknowledge and agree that the Readerboard Data (as defined below) is considered part of Knowland Content. "Readerboard Data" means usage information for all meeting and/or function space events being held at a property that is uploaded to Knowland. Readerboard Data is comprised of the event name, date of event, group name, and meeting room/function space. You understand that Knowland may, with notice to you, update what comprises Readerboard Data.

A2.2 Your Right to use Knowland Content. You have a limited, non-exclusive, non-transferable, revocable license to use Knowland Content solely for Customer's internal business. Once your subscription to Knowland ends or is suspended, for any reason, you agree to promptly delete or destroy all documents and other materials containing or reflecting any Knowland Content.

A2.3 Third-Party Content in Knowland. You may be able to view content from and about third-parties in Knowland. Knowland does not control such content and, therefore, Knowland does not make any warranties, representations, or assurances about such third-party content, including its completeness, accuracy, or quality. However, with respect to this third-party content, Knowland will endeavor to: (a) monitor such content for accuracy and consistency; and (b) take appropriate remedial steps, upon discovery, to correct any material inaccuracy or inconsistency.



A3. PAYMENT

A3.1 You Can Autopay for Knowland. If offered, you can enroll in Knowland's autopay program and Knowland will invoice you in accordance with your OF and charge the credit card or ACH/eCheck account on file ten days after the date of the invoice.

A3.2 You Can Pay for Knowland by Check. If your OF provides that you can pay for Knowland by physical check, please be advised that we may charge you a processing fee. You will also be charged a fee of up to \$50 for each returned check.

A3.3 Renewal of Term. If your OF does not auto-renew and/or is not for multiple years, you may avoid cancellation at the end of the Term by emailing knowlandsupport@cendyn.com to renew Knowland. We, however, cannot guarantee that any renewal will be for the same price as the previous Term.

A3.4 Knowland Billing Disputes. If you have any billing disputes, please email ar@cendyn.com.

A3.5 Price Increases. Unless otherwise stated in the OF, the price for each renewal term will be increased by ten percent over the price of the prior term.

A4. DATA COLLECTION PROCESS FOR KNOWLAND

A4.1 We Are All Part of The Data Collection Process. All our customers help make Knowland a valuable source of data and, as such, you are a valuable part of the data collection process. As such, we consider access to Knowland conditioned upon each customer sharing its Readerboard Data with Knowland. The sharing of Readerboard Data is a material part of this MSA. Failure to share Readerboard Data may result in immediate termination of your contract without reimbursement of any pre-paid Fees.

A4.2 Data Collection: Self-Reporting. If you self-report Readerboard Data, the following conditions apply:

- (a) You will provide accurate Readerboard Data on a weekly basis. The data will be in a form reasonably acceptable to Knowland and complete with all available details;
- (b) You will enroll in Knowland's self-reporting program and begin reporting data within 15 days of signing the OF; and
- (c) You will identify the internal resource that will be Knowland's point of contact for self-reporting.

A4.3 Data Collection: Automated Data Collection

- (a) Automated data collection includes Readerboard Data transferred to Knowland electronically via data feed. This includes the Amadeus Data Feed. For simplicity, this annex refers to all automated data collection providers and platforms as "Amadeus." As such, all references to "Amadeus" apply to any automated data collection provider or platform referenced in the OF.
- (b) You agree to sign any authorization forms applicable for Cendyn to receive data from Amadeus within 15 days of signing an OF.
- (c) You authorize Cendyn to collect and use the Readerboard Data submitted via Amadeus that is housed on any Amadeus or Amadeus subsidiary's or affiliate's software, subscription product, or database. The data will be collected via an API feed directly from the relevant Amadeus platform.



(d) If you cease to be an Amadeus customer, you agree to provide Readerboard Data via self-reporting. See Section A4.2.

A4.4 Data Collection: Physical Collection

(a) If you cannot provide Readerboard Data via self-reporting or automated data collection, you agree to allow Knowland employees or contractors access to your property for the purpose of obtaining Readerboard Data displayed to the public.

(b) You agree to not unreasonably restrict or block such access to publicly accessible Readerboard Data.

A4.5 Data Collection Requirements

(a) From whatever source collection, Readerboard Data must include the event name, date of event, group name, and meeting room/function space. If you cannot comply with this requirement, you must choose self-reporting (see Section A4.2) as your method of data collection.

(b) If you choose physical collection (see Section A4.4) as your data collection and Knowland cannot access your Readerboard Data from a publicly accessible location on your property, you must choose self-reporting (see Section A4.2) as your method of data collection.

(c) Compliance with this Section A4 is a material term of this MSA annex. And, accordingly, if you breach this section, Cendyn may suspend your access to Knowland and/or terminate your OF.

A4.6 You agree that Readerboard Data is not Confidential Information.

A4.7 You agree that Cendyn is not liable or responsible for the accuracy of Readerboard Data and that change in the quantity of Readerboard Data in the Knowland product is not grounds for termination of your OF.