



Master Service Agreement



CENDYN MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) between Cendyn Group, LLC, and its subsidiaries (“Cendyn,” “we,” and “our”) and Customer (“Customer,” “you” and “your” refer to the customer-entity that signs this MSA’s signature block) permits Customer to use Cendyn’s services subject to certain terms and conditions.

1. CENDYN’S COMMITMENTS TO CUSTOMER

1.1 Cendyn Will Permit You to Use Subscription Services. We will give you access to our software platform and products on a subscription basis (the “Subscription Services”) as described and priced in an order form (“OF”).

1.2 Cendyn Will Provide Professional Services. We will perform professional services (“Professional Services” and, together with Subscription Services, “Services”) as described and priced in a scope of work (“SOW”). Professional Services may include agency, design, hosting, enablement, implementation, configuration, customization, integration, data import, export, extraction, monitoring, technical assistance, maintenance, training, and/or other services. When we provide Professional Services, we may make suggestions about compliance, accessibility, pixel and cookie-use, sanctions, notifications and banners, privacy, and/or security. These suggestions are technical recommendations, and not legal advice.

1.3 Cendyn Will Update Subscription Services. We will update our Subscription Services. However, planned updates and product roadmaps are not promises to deliver a specific improvement, feature, function, and/or integration. Further, you understand that when we update the Subscription Services, there may be downtime, planned outages, and patches needed. It may also be necessary to migrate you from an older Subscription Service (“Old Service”) to a new Subscription Service (“New Service”). You agree to migration provided that the New Service provides functionality similar to the Old Service. If we remove functionality listed and priced in your Old Service OF, we will negotiate a new Service OF with new pricing.

1.4 Cendyn Will Permit Your Affiliates to Use the Services. Your Affiliates (defined below) may join you under this MSA to purchase Service. Your Affiliates will be treated as a “Customer” under this MSA and, except where permitted, will need to sign their own OF/SOW. You are jointly and severally liable for an Affiliate’s acts, omissions, and payments to us. No Affiliate may join under this MSA if they are in a country or are ultimately owned by an individual or company subject to US embargo or trade sanctions. An “Affiliate” is an entity, property, and/or hotel owned or controlled (you have 50% or more voting interest) by you, under common ownership with you, or under current management by you.

1.5 Cendyn Connects with Certain Third-Party Applications.

(a) The Subscription Services have existing integrations that connect with third-party applications/software that Cendyn does not own (“Third-Party Applications”). Your use of a Third-Party Application is governed by your agreement with that provider, not this MSA.

(b) You are responsible for fees and expenses associated with Third Party Applications you use. This includes price increases for Third-Party Applications, even if the initial price or increase is not documented on your OF/SOW with us.

(c) 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.

(d) We are not responsible for Third-Party Applications or how such applications use Customer Data. Indeed, any issue, delay, or lack of connectivity to the Subscription Services or your internal systems caused by a Third-Party Application is not Cendyn’s responsibility or reason for non-payment.

2. CUSTOMER’S COMMITMENTS TO CENDYN

2.1 You Are Responsible for Authorized Users. You may permit Authorized Users (as defined below) to use the Service on your behalf. You are responsible for: (a) provisioning and managing your Authorized Users; (b) the acts and omissions of your Authorized Users; and (c) the compliance of your Authorized Users with this MSA. You will ensure that Authorized Users keep their credentials confidential, do not use personal email addresses to access the Services, and do not share login credentials with multiple individuals. You will promptly notify Cendyn upon learning of any compromise of Authorized User accounts or credentials.



2.2 You Will Abide by Usage Limits. Depending on the Subscription Service you purchase, your OF may describe usage limits, room counts, or property counts (“Usage Limits”). If we determine that you have exceeded Usage Limits, we will notify you about the overuse and give you five days to cure. If you do not cure, you will pay us additional fees, at the then-current list price, for such overuse.

2.3 You Will Cooperate with Cendyn to Implement & Use the Services.

(a) You will: (i) reasonably and timely cooperate and communicate with us to implement the Services; (ii) at your sole expense, procure any hardware, software, personnel, and communication services necessary for you to access and use the Services; and (iii) timely coordinate your internal resources and third-party resources, as needed. Failure to abide by Section 2.3 may delay and/or impact Cendyn’s ability to implement or provide the Services and relieves Cendyn from liability from any claim of breach.

(b) During implementation or use of Services, new information about your system, applications, capabilities (be it people, process, or technology), and/or requirements may surface. This new information may require changes in implementation, project scope, timelines, and/or integration needs, which may also result in additional Fees (as defined below). The new information and any changes that may need to be made are not grounds to terminate the applicable OF/SOW and cannot be held against Cendyn even if it impacts timelines and delivery.

2.4 You Will Advise Cendyn of Changes to your Third-Party Applications (“Updated Third-Party Software”).

(a) When you execute an OF/SOW, the pricing, commitments, and timelines are based on your then-existing property management system (“PMS”), software, and Third-Party Applications.

(b) You will provide Cendyn with at least six months’ prior written notice before making Updated Third-Party Software changes that could impact the Services. The following changes are encompassed under the definition of Updated Third-Party Software: upgrades/changes to existing software and 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).

(c) You agree that: (i) you remain contractually bound to an OF/SOW impacted by Updated Third-Party Software, even if Cendyn is not able to integrate or connect to your new Updated Third-Party Software; (ii) Cendyn is not in breach of this MSA for any issues or connectivity problems caused by Updated Third-Party Software; and (iii) any work to accommodate the Updated Third-Party Software is additional, chargeable work to be documented in a separate OF/SOW.

2.5 You Will Not Misappropriate or Misuse the Services. You will not (and will not allow a third-party to): (a) sell, sublicense, or distribute the Services (in whole or part); (b) grant non-Authorized Users access to the Services; (c) use the Services to provide a hosted or managed service to others; (d) reverse engineer, decompile, or seek to access the source code of the Service; (e) copy, modify, create derivative works of, or remove proprietary notices from the Services; (f) conduct security or vulnerability tests on the Services, interfere with the Services’ operation, or circumvent the Services’ access restrictions; (g) use the Services to develop a product that competes with the Services; and/or (h) 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 will: (a) comply with all export and import laws of the United States; and (b) warrant that Customer and any property/hotel using the Services under this MSA are not listed on and are not owned by individuals listed on any US government list of prohibited or restricted parties or located in (or a national of) a country subject to a US government embargo or designated by the US government as a “terrorist supporting” country.

3. THE PARTIES’ INDIVIDUAL INTELLECTUAL PROPERTY RIGHTS

3.1 Customer Owns Customer Data. You own: (a) non-public data, content, or materials that you and Authorized Users submit to or for the Services (“Customer Data”); 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. You represent that you have all rights necessary to use Customer Data with the Services and grant Cendyn the rights to Customer Data as specified in this MSA and attendant OFs/SOWs. You are responsible for the content and accuracy of Customer Data.



3.2 Cendyn Owns the Services, Usage Data, and Feedback. Cendyn owns and retains intellectual property and other rights to: (a) the Services, any modifications, improvements, or enhancements to the Services, and Professional Services deliverables; (b) data from Cendyn's backend system concerning use and performance of the Services, so long as such data does not include personally identifiable information ("Usage Data"); and (c) any suggestion or idea for improving, enhancing, and/or modifying the Services ("Feedback") whether provided by you, an Authorized User, or a guest.

3.3 Cendyn's Use of Data. We will: (a) access and use Customer Data solely to provide and maintain the Services, this includes sharing Customer Data with other Third-Party Applications, subprocessors, and parties/persons as instructed and permitted by you; (b) use Usage Data to operate, improve, and support the Services, for other lawful business purposes (including benchmarking and reports), and for external reporting, commercial, and marketing purposes when the Usage Data is aggregated and deidentified; and (c) use Feedback without restriction and at our discretion.

4. MUTUAL COMMITMENTS TO PRIVACY, DATA PROTECTION, AI, & SECURITY

4.1 Both parties agree to adhere to the Data Protection Agreement ("DPA"), which is incorporated by reference, located at https://www.cendyn.com/cendyn_customer_dpa/ (and any redirected page). We update the DPA from time to time to ensure compliance with applicable law, and both parties agree to such changes.

4.2 You agree that: (a) you are responsible for making disclosures to your end users and guests, as necessary, about the processing of personally identifiable information; and (b) you will not upload any patient, medical, or other protected health information to the Services.

4.3 Data Localization. We may host and process data in locations outside of your country. We make no representation or warranty regarding the adequacy of such locations for your specific data location requirements.

4.4 Cendyn's Use of Artificial Intelligence. The Services and attendant support may utilize artificial intelligence ("AI"), machine learning, or similar functionality (together, "AI Features") that have been developed by Cendyn or a third party. Cendyn may train its AI Features with Customer Data and Usage Data, however, such usage is in a closed environment. Third-party tools with AI Features used by Cendyn are enterprise grade and Cendyn will not knowingly use Customer Data to train public AI. You agree that Cendyn may use AI Features in accordance with this section.

4.5 Our Security Commitment & Audits. Cendyn uses appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration, or disclosure of Customer Data. If your OF/SOW term is greater than one year, you may request an annual audit on the Subscription Services you purchase. Cendyn charges \$300 (USD) an hour for audits.

4.6 Your Security Commitment. You 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.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information Definition. "Confidential Information" is: (i) nonpublic Customer Data; (ii) any document the disclosing party marks "Confidential;" and (iii) any other nonpublic, information/documents the receiving party should reasonably consider a trade secret or otherwise confidential (e.g., technical or performance information about the Services, contracts, pricing information, customer lists, references, and product roadmaps) irrespective of whether the information is marked or disclosed as "confidential."

5.2 Use & Protection of Confidential Information. As recipient, each party will: (a) use Confidential Information only to fulfill its obligations and exercise its rights under the MSA; (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in this MSA; and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

5.3 Permitted Disclosures of Confidential Information. The recipient may disclose Confidential Information (a) to its employees, agents, contractors and other representatives who have a legitimate need to know (including, for Cendyn, its



subprocessors), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section; and (b) if required by law or governmental authority. The recipient shall give the discloser prompt notice (if legally permissible) of any such demand and will reasonably cooperate with the discloser, at the discloser's expense, in any effort to seek a protective order or contest the disclosure.

5.4 Exceptions to Confidentiality. These confidentiality obligations do not apply to information that the recipient can document: (a) is or becomes public knowledge through no fault of the recipient; (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser; (c) it rightfully received from a third party without confidentiality restrictions; or (d) it independently developed without using or referencing Confidential Information.

5.5 Injunction. Breach of this Section may cause irreparable injury for which monetary damages are inadequate. As such, the discloser may seek equitable relief, including an injunction, in addition to other remedies.

6. FEES & PAYMENT

6.1 Fees. You will pay the fees in the OFs/SOWs ("Fees"). Payments are annual and due 20 days after the invoice date (the "Payment Period"). Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by law, whichever is less. All Fees and expenses are non-refundable except as expressly set out in the 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 Expenses. You will reimburse Cendyn for its reasonable pre-approved out-of-pocket travel and related expenses ("Expenses") incurred in performing the Services.

6.3 Changing Invoicing Process/Structure. If, during an OF/SOW's Term (as defined below), you ask us to change how we invoice you, we will charge a \$100 (USD) administrative fee, per property, to change the invoicing process/structure. Chargeable changes include but are not limited to, changing the billing entity (be it from corporate billing to property-level billing or vice versa), changing the invoice frequency, changing currencies, split billing, and requiring we use a payment portal.

6.4 Payment Obligation. Your payment obligations continue, without interruption, even if: (a) your business needs, personnel, management, or software change; (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. You have 10 days after receiving an invoice to dispute the invoice by emailing ar@cendyn.com. To do so, you will notify us in writing of the disputed invoice, the amount at issue, and the reason for your dispute. You are not required to pay disputed amounts during the discussion period following your notice, but you are required to pay all undisputed amounts. If you do not provide timely notice, you waive your right to contest the invoice and the full amount of the invoice is due.

6.6 Taxes. You are responsible for any sales, use, GST, value-added, withholding or similar taxes or levies imposed on or arising from purchase of product or services under your OFs/SOWs, whether domestic or foreign ("Taxes"), other than Cendyn's income tax. Fees and Expenses are exclusive of Taxes. If you are required by applicable law to withhold Taxes from payment to Cendyn, you must provide valid documentation evidencing such withholding and remittance to the applicable taxing authority at time of payment. If you claim exemption from any Taxes, you must provide Cendyn with a valid tax exemption certificate or other documentation sufficient to establish such exemption under applicable law, prior the issuance of applicable invoice

6.7 Customer Purchase Orders. If you require an internal purchase order to pay Fees or Expenses, you will issue a purchase order within enough time to meet the payment obligations in Section 6.1.

6.8 Paying by Credit Card. If Cendyn, in its sole discretion, agrees to accept credit card payment to fulfill your payment obligations in Section 6.1, a surcharge may apply.

7. REPRESENTATIONS & WARRANTIES



7.1 Representations & Warranties. This table lists the representations and warranties each party makes:

Representation & Warranty	Made by Customer to Cendyn	Made by Cendyn to Customer
(a) Both parties have read, understood, and have the right and authority to execute and perform the obligations under this MSA, DPA, 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, DPA, and any attendant OF/SOW	☒	
(c) Customer has not knowingly provided any inaccurate information to Cendyn about Customer's business or properties	☒	
(d) Services will materially conform to the specifications noted in an OF/SOW		☒
(e) Cendyn will perform Professional Services according to industry standards		☒

Warranties in Section 7.1(e) and (d) do not apply to issues arising from Third-Party Applications or misuse or unauthorized modifications of the Services. For Section 7.1(d), failure to deliver on any promises, product guarantees, integration capabilities, or roadmap items are not breaches of warranties unless they are specifically described in an OF/SOW.

7.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET OUT IN THE MSA, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE SERVICES ARE PROVIDED "AS IS." 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. **These disclaimers apply to the full extent permitted by applicable law.**

7.3 Warranty Remedy. We will use reasonable efforts to correct a verified breach of the warranty in Section 7.1(e). If we fail to do so within 30 days after your complaint ("Fix Period"), then either party may terminate the portion of the applicable SOW relating to the non-conforming Professional Services, in which case Cendyn will refund you in accordance with Section 10.3(c). To receive this remedy, you must report a breach of warranty in reasonable detail within 30 days after delivery of the relevant Professional Service. This is your exclusive remedy and our sole liability for breach of the warranty in Section 7.1(e).

8. INDEMNIFICATION

8.1 Indemnification Obligations. The indemnification obligations below require the indemnifying party to defend, indemnify, and hold harmless the indemnified party and its Associates against a third-party claim, suit, or proceeding. "Associates" are the indemnified party's 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) The Services infringe any intellectual property rights of a third party		☒
(b) Customer did not obtain consent for Cendyn to process personal information	☒	
(c) Claims related to Customer Data, price transparency laws, California's Invasion of Privacy Act, and/or any accessibility requirements (for example, the Americans with Disabilities Act, Web Content Accessibility Guidelines or similar regulations regarding access for people with special needs)	☒	
(d) Claims that Customer's use of the Services 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	☒	



(e) Customer failed to honor any confirmed reservation made through the Services	☒	
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8.2 Indemnity Disclaimers

(a) Cendyn's indemnification obligations do not apply: (i) to portions of the Services not provided by Cendyn or in combination with items not provided by Cendyn; (ii) to Services made in whole or part in accordance with your suggestions or requirements; (iii) modification to or unauthorized use of the Services; or (iv) 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. The indemnifying party's obligations are subject to receiving from the indemnified party: (a) prompt notice of the claim (delayed notice will only reduce the indemnifying party's obligations if it is prejudiced by the delay); (b) the exclusive right to control the claim's investigation, defense, and settlement; and (c) reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement requires the indemnified party to admit fault or take or not take any action (except regarding the Services when Cendyn is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

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

9. LIABILITY, DAMAGES, CAPS, & EXCLUSIONS

"General Cap" means the cumulative amount paid or payable (whichever is more) by Customer to Cendyn under this MSA in the 6 months immediately preceding the first incident giving rise to liability. This cap applies cumulatively to you and any Affiliates or properties using Services under this MSA, and across all OFs/SOWs executed under this MSA. Each OF/SOW, Affiliate, and property does not have its own cap.

"Uncapped Claims" means a breach of Section 2.6 (compliance with sanctions laws), Section 3.2 (Cendyn owns Services, Usages Data, and Feedback), Section 5 (Confidentiality), Section 6.1 (Fees), Section 6.2 (Expenses).

9.1 Mutual Liability Cap for Direct Damages. WITH THE EXCEPTION OF UNCAPPED CLAIMS, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATING TO THIS MSA WILL NOT EXCEED THE GENERAL CAP.

9.2 Exclusion of Indirect Damages. EXCEPT FOR LIABILITY RELATED TO BREACH OF INTELLECTUAL PROPERTY, NEITHER PARTY IS 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 HAS NO LIABILITY AND RESPONSIBILITY FOR DAMAGES RELATED TO: (A) THIRD-PARTY APPLICATIONS & UPDATES; (B) 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 The limitations in Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and will survive and apply even if any limited remedy in this MSA fails of its essential purpose.

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

10.1 MSA Term. The MSA's term ("Term") begins on the date that the Customer signs this MSA ("Effective Date") and continues until the end of all OFs and SOWs.



10.2 OF/SOW Term. Each OF and SOW will contain a start date and end date reflecting that OF/SOW's term ("OF/SOW Term"). Each OF/SOW Term will automatically renew at the end of that OF/SOW's Term for successive periods or for one year, whichever is greater, unless either party notifies the other of non-renewal at least 90 days prior to the end of the current OF/SOW Term. You also agree that if, after the end of an OF/SOW Term, you continue to use Services on that OF/SOW that you have consented to renew that Service at Cendyn's then-current list price for one more year.

10.3 Suspension of Services. Cendyn may temporarily suspend the Services: (a) without notice, in exigent circumstances or for a suspension made to avoid security issues, material harm, or violation of law; 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 to any suspension. Suspension does not excuse your obligation to timely pay Fees.

10.4 Termination of Services.

(a) A party may terminate an OF/SOW if the other party: (i) fails to cure a material breach of this MSA within 30 days after written notice (detailing the date and nature of the material breach); (ii) ceases operation without a successor; (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if a proceeding is instituted against that party and not dismissed after 60 days; or (iv) the other party becomes listed on or becomes owned by individuals listed on any US government list of prohibited or restricted parties or located in (or a national of) a country subject to a US government embargo or designated by the US government as a "terrorist supporting" country.

(b) If Cendyn terminates an OF/SOW for your material breach, you will pay Cendyn, within 30 days of termination, an amount equal to the greater of: (i) the monthly average amount invoiced under the applicable OF/SOW for the 12 months immediately prior to your material breach, multiplied by the number of months remaining in the OF/SOW term; or (ii) the total Fees reflected under the applicable OF/SOW, multiplied by the number of months remaining in the then-current term.

(c) If you terminate an OF/SOW for material breach, Cendyn will refund you, as applicable to that OF/SOW, all unused, pre-paid amounts for Professional Services and a pro-rata portion of pre-paid Fees for Subscription Services.

10.5 Effects of Expiration or Termination. When an OF/SOW expires or terminates: (a) you lose your right to use and obtain the Services in the OF/SOW; (b) you will notify Third-Party Applications integrated with Services and immediately reimburse Cendyn if such Third-Party Applications seek payment from Cendyn in connection with the termination; and (c) 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 this MSA, and you will remain obligated pay such Fees, even if the invoices are issued after the OF/SOWs termination or expiration date.

10.6 Transition Assistance. During an OF/SOW's term, you may export Customer Data and reporting (as applicable) from the Services. After expiration or termination of an OF/SOW, exports will not be available. If a Service does not allow you to remove or access Customer Data or reporting (as applicable) or if you want us to do it for you, we will document what you need in a SOW and charge \$300 USD per hour for our help.

10.7 Data Deletion. Unless we are legally required to maintain data, when an OF/SOW terminates, Cendyn deactivates your account and erases Customer Data in accordance with product-specific, security, and business continuity retention schedules.

10.8 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 remain in effect.

11. TRIALS AND BETAS. We may offer you the opportunity to participate in trials and betas of products, features, or integrations ("Trials"). Use of Trials is permitted only for your internal evaluation during the period designated on an OF/SOW. Trials may be inoperable, incomplete, or slower than expected. **Notwithstanding anything else in this MSA, Cendyn offers no warranty, indemnity, or support for Trials and its liability for Trials shall not exceed \$1,000.**

12. MISCELLANEOUS



12.1 **Force Majeure.** No delay or failure to perform under this MSA (except a failure to timely pay Fees) is a breach if the delay or failure is attributable to 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, or embargoes.

12.2 **Insurance.** The parties will maintain commercially appropriate levels of insurance during the MSA's term.

12.3 **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.

12.4 **Independent Parties.** The parties are independent, not agents, partners, or joint venturers.

12.5 **Assignment & Successors.** Neither party may assign this MSA or OF/SOW without the other party's prior, written consent, unless the assignment is made pursuant to a merger, consolidation, or sale of substantially all assets.

12.6 **Property/Hotel Sale or Divestiture.** If you sell or divest a property or hotel (each a "Divested Property"), you may, upon 30 day's notice, transfer to the Divested Property the portion of the Services identified on the applicable OF/SOW as applicable to the Divested Property if: (a) the Divested Property enters into a separate MSA and 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.

12.7 **Notices.** Cendyn will send notices to the email provided in a OF/SOW. You will send notices to legal@cendyn.com and to your Cendyn customer success manager. Notices are received the day after they are emailed.

12.8 **Waivers & Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this MSA is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of the MSA remains in effect.

12.9 **Choice of Law & Jurisdiction.** This MSA and all related claims are governed by the laws of the State of Delaware and 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. Both parties consent to the personal and exclusive jurisdiction of the federal and state courts of Wilmington, Delaware.

12.10 **Entire Agreement & Order of Precedence.** This MSA and attendant OF/SOWs are the entire agreement of the parties and supersede all other written or oral discussions or negotiations. The parties may only amend the MSA/OF/SOW by a formal, written amendment signed by both parties. An email is not an amendment, even if both parties express a mutual consent to a change. Terms in any Customer purchase orders, vendor agreements, online agreements, policies, or similar documents, irrespective of when signed, are void. The order of precedence is: DPA, OF/SOW, any applicable MSA Annex, and the MSA.

The parties have read and understand the MSA. The controlling language of this MSA is English and if Customer has the legal right to have contracts drafted in a different language Customer has voluntarily waived this right. Customer agrees that Cendyn provides 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 describes your access to Knowland. Your access is only for internal business purposes and subject to the OF's terms and conditions.

A1.2 You Will Abide by Knowland's Usage Restrictions. You will not use Knowland to: (a) create a derivative product from any content, data, metrics, and information contained within Knowland and Group and Event Data (as defined below) provided to Knowland (from whatever source) ("Knowland Content"); and (b) remove proprietary markings contained on or in the Knowland Content. Further, for Knowland "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. Only Knowland Authorized Users may access Knowland.

A1.3 You Will Not Share Knowland Content. Section 1.4 of the MSA does not apply to your Knowland subscription. 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 Knowland subscription.

A2. SCOPE OF KNOWLAND CONTENT & OWNERSHIP

A2.1 Cendyn's Retained Rights & Ownership of Knowland Content. In addition to ownership rights under Section 3.2 of the MSA, Knowland retains all rights and ownership of Knowland Content, even where you may have supplied such information to Knowland or such information is about you. "Group and Event Data," which is a part of Knowland Content is generated through the sale and service of bedroom groups, meetings, and events being held at a property that is provided to/obtained by Knowland. Group and Event Data can include fields such as group status, lead time, market segment, size, bedroom block details and/or event details. It does not include contact data for meeting planners. Typically, this data is managed in a customers' sales and catering system or property management system. You understand that Knowland may, with notice to you, update what comprises Group and Event 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 your internal business. Once your Knowland subscription 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 that content and, therefore, Knowland does not make any warranties, representations, or assurances about its completeness, accuracy, or quality. However, Knowland will endeavor to: (a) monitor such content for accuracy; and (b) take appropriate remedial steps, upon discovery, to correct any material inaccuracy or inconsistency.

A3. PAYMENT

A3.1 You Can Pay for Knowland by Credit Card. If your OF provides that you can pay for Knowland by credit card, a surcharge may apply.

A3.2 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. Credit card surcharge may apply. If you have any billing disputes, please email knowland-billing@cendyn.com.

A3.3 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. If you have any billing disputes, please email knowland-billing@cendyn.com.



A3.4 **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. However, such a renewal will be at the then-current list price for Knowland.

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.** Data collected from and provided by our customers is what makes Knowland valuable. Upon signing this MSA, you are joining the Knowland Data Network and, as such, are a valuable part of the data collection process. Access to Knowland is conditioned upon each customer contributing its Group & Event Data to the Knowland Data Network. This is a material part of this MSA and failure to share Group & Event Data may result in immediate termination of your contract without reimbursement of any pre-paid Fees.

A4.2 **Preferred Method of Data Collection: Automated Data Collection.** This is the preferred method of data collection.

(a) Automated data collection includes Group and Event 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” and references to “Amadeus” apply to any automated data collection provider or platform referenced in an OF.

(b) You will sign authorization forms for Cendyn to receive data from Amadeus within 15 days of signing an OF.

(c) You authorize Cendyn to collect and use the Group and Event 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 Group and Event Data via self-reporting. See Section A4.3.

A4.3 **Second Preferred Method of Data Collection: Self-Reporting.** If you cannot provide data through an automated feed, we ask that you self-report Group and Event Data. The following conditions apply to such reporting:

(a) You will provide accurate Group and Event 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 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.

A4.4 **Data Collection: Physical Collection.** In addition to you providing data to us, you will allow Knowland employees or contractors access to your property for the purpose of obtaining Group and Event Data displayed to the public. You agree to not unreasonably restrict or block such access to publicly accessible Group and Event Data.