

Amadeus Sales & Event Management Service Terms

The associated order form (“**Order Form**”) and these incorporated service terms (“**Service Terms**”) sets forth the terms by which Amadeus provides professional services (“**Services**”) and makes its subscription products (the “**Subscription Products**”) available for Customer’s use, including but not limited to, the Amadeus Sales & Event Management - Essential, Standard and Advanced Subscription Products (formerly referred to as HRM Apps or Delphi.fdc) (“**ASEM**”). These Service Terms and the Order Form form a binding agreement (the “**Agreement**”) between Amadeus and Customer and governs Customer’s use of the Amadeus Subscription Products the delivery of the Services listed on the Order Form.

1. USER SUBSCRIPTIONS.

- a. Use of any Subscription Product(s) is licensed, not sold. Each user of any Subscription Product(s) (“**User Subscription**”) entitles one individual employee or agent of Customer (an “**Authorized User**”), to access the Subscription Product for the duration of the subscription term described on the Order Form (“**Subscription Term**”). Subscription Product(s) may only be used online, only by Authorized Users, and only for Customer’s internal business purposes of operating a facility owned or managed by Customer and for which applicable subscription fees have been paid to Amadeus (an “**Authorized Facility**”). Each Authorized User must have a unique user ID and password combination for using any Subscription Product (“**User Account**”). Multiple individuals shall not share a User Account. New User Accounts may be set up for new Authorized Users in replacement of User Accounts that have been de-activated for individuals who have terminated employment with Customer or otherwise changed job status or function and no longer require use of the Subscription Product(s).
- b. ASEM operates on the Salesforce.com (“**SFDC**”) platform (the “**SFDC Platform**”). ASEM Users Subscriptions are subject to the terms of this Agreement and the applicable SFDC Service Agreement as set forth in Section 4 herein. ASEM operates on the Salesforce.com (“**SFDC**”) platform (the “**SFDC Platform**”) and use of ASEM is subject to SFDC provisioning ASEM for Customer on the SFDC Platform.

2. **SUBSCRIPTION TERMINATION.** All orders are non-cancellable. Amadeus may terminate the Subscription Term, or suspend Customer’s subscriptions to the Subscription Product(s): i) if applicable Subscription Product(s) or Services fees have not been paid; ii) Customer is in material breach of this Order Form or the SFDC Service Agreement (if applicable); or iii) SFDC suspends or terminates Customer’s access to the SFDC Platform (if applicable). Amadeus will promptly notify Customer of any suspension and will work with Customer in good faith to resolve the issue(s) which prompted suspension. In no event will any such termination or suspension give rise to any liability of Amadeus or SFDC (if applicable) to the Customer for a refund or damages. Amadeus reserves the right to assess a reconnection fee in the event the suspension results from Customer’s failure to pay the applicable Subscription Product and/or Services fees or Customer’s intentional violation of the Order Form or the SFDC Service Agreement (if applicable). Termination and/or suspension is without prejudice to other remedies available to Amadeus for any violation of the Order Form by Customer. Upon termination or expiration of the Subscription Term, Customer will immediately discontinue use of the Subscription Product and, at Amadeus option, return or destroy all documentation.

3. AVAILABILITY – SERVICE LEVEL

The Subscription Products will be available 99% percent of the time during defined production hours (“**System Availability**”) as set forth in this Section 3. If Amadeus fails to meet the System Availability for three (3) consecutive months, Customer’s sole remedy shall be the prompt and expeditious appointment of a member of Amadeus’ executive team to resolve Customer’s disputes.

System Availability is tracked and calculated monthly, as follows:

$$\frac{(Total\ Production\ Minutes - excluded) - Production\ Outage\ Minutes}{(Total\ Production\ Minutes - excluded)}$$

Where:

- *Total Production Minutes* are the total number of minutes during the production window in the month.
- *Production Outage Minutes* represent system-wide outages that are not covered under *excluded*.
- *Excluded* means the following:
 - Regular Scheduled Maintenance – Any outages during the predefined maintenance window(s), or when announced 3 days or more in advance and used for system upgrades and

improvements.

- Emergency Scheduled Maintenance – Any outages when announced 1 hour or more in advance and used for emergency repairs or upgrades that could otherwise negatively impact Customer's operations.
- Any period of unavailability lasting less than five (5) minutes.
- Any unavailability caused by Customer's misuse or negligence or circumstances beyond Amadeus' reasonable control, including Force Majeure Events.

Unavailability of some specific features or functions within the Subscription Product(s), while others remain available will not constitute unavailability of the Subscription Product(s), so long as the unavailable features or functions are not, in the aggregate, material to the Subscription Product(s) as a whole. Additionally, third party connectivity issues and third party downtime are explicitly excluded from the System Availability calculation.

4. SALESFORCE.COM SERVICES AGREEMENTS. Customer is contracting solely with Amadeus for the provision of ASEM and is not entering into a contractual relationship with SFDC. SFDC has no liability for ASEM or for its continued availability. SFDC is under no obligation to provide ASEM, or to refund to Customer, any fees paid by Customer, or to assume any contractual relationship with Customer in the event ASEM becomes unavailable for any reason. SFDC is a third party beneficiary of this Agreement and Customer hereby agrees to be bound to the applicable Salesforce Services Agreement below, which is applicable to the SFDC Subscription set forth on the Order Form.

- a. **Platform Enterprise Edition and Platform Unlimited Edition Subscriptions:** www.amadeus-hospitality.com/legal/sfdc-platform-enterprise-edition-platform-unlimited-edition-oem-services-subscriptions/
- b. **Platform Embedded Edition Subscriptions:** www.amadeus-hospitality.com/legal/sfdc-platform-embedded-edition-oem-services-subscriptions/
- c. **Platform Embedded Edition Plus Subscriptions:** www.amadeus-hospitality.com/legal/sfdc-platform-embedded-edition-plus-oem-services-subscriptions/
- d. **Sales Cloud Subscriptions:** www.amadeus-hospitality.com/legal/sfdc-service-agreement-sales-cloud-product-oem-services-subscriptions/
- e. **Platform Embedded Edition Plus 20:** www.amadeus-hospitality.com/terms-conditions/sfdc-platform-embedded-edition-plus-20-oem-services-subscriptions/

5. SPECIAL PROVISION FOR CUSTOMERS WITH SHARED SFDC ORGS. If ASEM is being provisioned into Customer's existing SFDC Org, Customer acknowledges that (i) Customer's access to the Org, including ASEM, may be suspended due to non-payment by the Customer of applicable fees to SFDC or breach of the Customer's agreement with SFDC, and (ii) in the event such Customer's relationship with SFDC is terminated as a result of non-payment or other material breach of such Customer's agreement with SFDC, such Customer's subscriptions to ASEM ESA would also be terminated and Customer would remain liable to Amadeus for all ASEM ESA subscription fees for the duration of the Subscription Term. In no case will any such termination or suspension by SFDC give rise to any liability of SFDC or Amadeus to Customer for a refund or damages.

6. RESTRICTIONS. Customer shall not: i) remove or alter any copyright notices or other proprietary legends contained in the Subscription Products; ii) disassemble, decompile, or reverse engineer the Subscription Products; iii) create Internet "links" to the Subscription Products; iv) reproduce, distribute, "frame", or "mirror" any part of the Subscription Products on any other computer system; v) access or copy the Subscription Products in order to build a similar or competitive product or service; vi) make the Subscription Products accessible or available to any third party other than for management of an Authorized Facility; vii) use the Subscription Products to operate a service bureau or otherwise provide the Subscription Products or other services to any third party other than for management of an Authorized Facility; viii) copy, sell, redistribute, or otherwise transfer the Subscription Products, Customer's access thereto, or any materials provided to Customer in connection with the Subscription Products; or ix) use the Subscription Products in violation of any law or regulation, including United States export control laws and associated regulations. Customer is responsible for all activity occurring through its User Accounts. Customer represents and warrants that all registration information provided by Customer is true, complete, and accurate, and Customer will notify Amadeus of any changes and keep such information true, complete and accurate for the Subscription Term. Customer shall promptly notify Amadeus of any known or suspected breach of security or use of the Subscription Products in breach of this Agreement (including unauthorized use of User Accounts). Because of performance degradation and information security risks, customer may (and may not have a third party do so on its behalf) perform

manual automated penetration tests, vulnerability assessments, scans or similar computer system tests of any nature on Amadeus systems without prior written approval of Amadeus. Customer's use of the SFDC Platform (if applicable) is restricted based on the SFDC platform license purchased by Customer as follows:

- a. **Platform Embedded Edition.** Customer shall not develop applications for use with the Platform Embedded Edition, or extend usage by use of additional custom objects. Customer's use of the SFDC Platform is limited to the objects and functionalities included in the ASEM ESA and those functionalities of the SFDC Platform strictly necessary for operation of the ASEM ESA. Customer may not use Platform Embedded Edition to run third-party applications other than the ASEM ESA and ISVForce solutions made available by other SFDC resellers. Customer understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Customer's use of Platform Embedded Edition subscriptions through the ASEM ESA or the SFDC Platform. Should any audit reveal any unauthorized use, Customer agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.
- b. **Platform Embedded Edition Plus.** Customer may develop one (1) additional application for internal use with Platform Embedded Edition Plus (a "Custom Application") and may access and create up to ten (10) additional custom objects with Platform Embedded Edition Plus ("Custom Objects"), provided that (i) the maximum number of Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus subscription is ten (10) Custom Objects (regardless of whether such Custom Objects are accessed or created in connection with the ASEM ESA or the Custom Application), and (ii) the Custom Application and the Custom Objects are for use solely with the ASEM ESA. Other than the permitted Custom Application, Customer shall not develop applications for Platform Embedded Edition Plus. Customer cannot extend Platform Embedded Edition Plus using additional custom objects other than the permitted Custom Objects. Customer's use of Platform Embedded Edition Plus is limited to the objects and functionalities included in the ASEM ESA, the Custom Application and the Custom Objects. Customer understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Customer's use of Platform Embedded Edition Plus subscriptions through the ASEM ESA or the SFDC Platform. Should any audit reveal any unauthorized use, Customer agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition Plus and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition Plus subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition Plus subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.
- c. **Platform Embedded Edition Plus 20.** Customer may develop one (1) additional application for internal use with Platform Embedded Edition Plus 20 (a "Custom Application") and may access and create up to twenty (20) additional custom objects with Platform Embedded Edition Plus 20 ("Custom Objects"), provided that (i) the maximum number of Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus 20 subscription is twenty (20) Custom Objects (regardless of whether such Custom Objects are accessed or created in connection with the SFDC Subscription Products or the Custom Application), and (ii) the Custom Application and the Custom Objects are for use solely with the SFDC Subscription Products. Other than the permitted Custom Application, Customer shall not develop applications for Platform Embedded Edition Plus 20. Customer cannot extend Platform Embedded Edition Plus 20 using additional custom objects other than the permitted Custom Objects. Customer's use of Platform Embedded Edition Plus 20 is limited to the objects and functionalities included in the SFDC Subscription Products, the Custom Application and the Custom Objects. Customer understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Customer's use of Platform Embedded Edition Plus 20 subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Customer agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition Plus 20 and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition Plus 20 subscriptions in the same Org

showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term (“Prohibited Use Penalty”). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition Plus 20 subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus’ then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

- d. **Platform Enterprise Edition and Platform Unlimited Edition.** Customer may develop applications for internal use with Platform Enterprise Edition or Platform Unlimited Edition subscriptions and may access and create additional custom objects, subject to the limitations for Platform Enterprise Edition and Platform Unlimited Edition OEM subscriptions (as applicable) set forth in the SFDC User Guide.
 - e. **Light User Subscriptions.** Light User Subscriptions provide Users with read/write access to a maximum of one object and read access to its related objects in the ASEM ESA. Customer understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Customer’s use of Light User Subscriptions through ASEM ESA or the SFDC Platform. Should any audit reveal any unauthorized use of Light User Subscriptions, Customer agrees to pay to Amadeus, within thirty (30) days of notice of the audit results the difference between the price charged by Amadeus for the applicable Light User Subscriptions and Amadeus’ then-current list price for Platform Enterprise Edition or if applicable, Platform Unlimited Edition (“Full Use Subscriptions”) for all of the Light User Subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term (“Prohibited Use Penalty”). Upon payment of the Prohibited Use Penalty, all Light User Subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus’ then-current list pricing for such Full Use Subscriptions for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.
7. **FEES AND PAYMENT.** Customer agrees to pay Amadeus for the Services and Subscription Products identified on the Order Form in accordance with the invoicing terms agreed to in the Order Form. Unless otherwise set forth in this Order Form, the Subscription fees for the Subscription Products will be at Amadeus’ prevailing subscription fees. All sales will be billed in U.S. dollars unless otherwise specified in the Order Form. Undisputed past due amounts bear interest at 1.5% per month or the maximum permitted by law, whichever is less. All fees are exclusive of, and Customer will pay, all taxes, levies, or duties imposed by taxing authorities, excluding taxes based solely on Amadeus’ net income.
8. **SERVICES.** Amadeus will perform the Services and Customer will pay Amadeus the fees designated in the Order. Customer will also reimburse Amadeus for all reasonable out-of-pocket expenses actually incurred by Amadeus in performance of the Services, which include but are not limited to travel expenses, per diem and mileage in accordance with Amadeus’ Travel, Lodging and Entertainment Policy. Customer acknowledges that Amadeus schedules resources in advance and that Amadeus could incur significant expenses, including downtime of those resources, if scheduled Services are canceled, delayed, or rescheduled by Customer within thirty (30) days of the scheduled Service date. As such, in the event of any such cancellation, delay, or rescheduling, and Amadeus is unable to reschedule the resources to a chargeable project for an alternative customer, Amadeus may: i) assess a cancellation fee of eighty percent (80%) of the total price of the scheduled Service and charge Customer for any non-refundable airline fees, change fees or other nonrefundable travel and related expenses incurred by Amadeus due to Customer’s cancellation, delay or rescheduling of the scheduled Services.
9. **ADMINISTRATION AND SUPPORT SERVICES**
- a. Support for the Subscription Products will be provided by Amadeus in accordance with Amadeus Support Policies available on Amadeus’ Support Portal (the “**Support Policy**”). Customer is responsible for its own administration of ASEM ESA and Customer’s SFDC org. SFDC will provision one administrative user for each block of fifty (50) User Subscriptions. Additional administrative user subscriptions are available at an additional charge. Amadeus shall provide support for ASEM ESA, SFDC will provision one additional administrative user to Customer’s Org, at no additional charge to Customer, for access by the Amadeus support team. SFDC does not provide Support for the ASEM ESA. Amadeus may revise the Support Policy from time to time at Amadeus’ discretion, but shall not degrade the level of support, by placing the revised Support Policy on the Support Portal.
 - b. Amadeus may develop and provide updates to the Subscription Products (“**Updates**”) in its sole discretion, but has no obligation to develop and provide Updates. In the event that a Subscription Product is discontinued Amadeus will provide a minimum of twelve (12) months notification before the Subscription Product will no longer be available, in accordance with the Amadeus’ Modern Life Cycle Policy as updated from time to time and published on Amadeus’ Website.
10. **CUSTOMER DATA, SECURITY AND PROPRIETARY RIGHTS.**

- a. Customer is responsible for acquiring, maintaining, and paying all costs for computer systems, telecommunication services, and all other hardware or software necessary to use the Subscription Product. Customer and Amadeus will comply with all data privacy laws of the United States and such other governments as are applicable to the Subscription Products. All information input by Customer into or using the Subscription Product, including information regarding Customer's Property, ("**Customer Data**") will be treated as proprietary to Customer and may be Customer's Confidential Information.
 - b. Customer hereby grants to Amadeus the right to copy, aggregate and use Customer Data and all other information collected about or from Customer, Subscription Product users, their representatives, and trading partners and to fulfill Amadeus' obligations under this Agreement. Notwithstanding the foregoing or anything in Section 10, Customer grants Amadeus a license to compile and use aggregated and/or anonymized information and data obtained through use of the Subscription Products for any lawful commercial purposes; provided, however, that Amadeus does not disclose any non-public personal information or use such information or data in violation of applicable laws.
 - c. Amadeus maintains administrative, physical, and technical safeguards to help protect the security, confidentiality and integrity of Customer Data in accordance with Amadeus' privacy policy and in accordance with the Subscription Product's Technical and Organization Methods ("**TOM**") and if a TOM is unavailable for a Subscription Product then in accordance with generally accepted industry standards. A "Data Breach" means Amadeus' failure to maintain standard data security procedures in accordance with the Subscription Product's TOM or if a TOM is unavailable for a Subscription Product then in accordance with generally accepted industry standards which results in the destruction, loss, and/or unauthorized access to and/or use of any Customer Data processed through any Subscription Product or Service.
 - d. Customer acknowledges that Amadeus is not responsible for the privacy, security or integrity of Customer Data that is transmitted or stored outside of the Subscription Product.
 - e. Amadeus reserves the right to place reasonable limits on the amount of disk storage capacity for Customer Data.
 - f. Customer acknowledges that Amadeus may irretrievably delete all Customer Data thirty (30) days following expiration or termination of the Subscription Term. Customer is responsible for extracting all Customer Data, or making arrangements with Amadeus for extraction of Customer Data in accordance with this paragraph. Upon termination of the Subscription Term by either party, Amadeus shall, if so requested in writing by Customer within thirty (30) days of the expiration or termination date and so long as Customer is not in default of any of its obligations under this Agreement, make available to Customer (within fifteen (15) business days of the request) Customer Data in a file format reasonably selected by Amadeus.
11. **AMADEUS RIGHTS.** Amadeus and its third party licensors own all right, title and interest in: i) the Subscription Products and all intellectual property embodied therein (including all software text, graphics, images, audio and visual information, online tutorials, documents, specifications, and materials made available to Customer); and ii) any recommendations, suggestions, enhancement requests, ideas, or other information related to any of Amadeus' products or services ("**Feedback**"). Customer hereby grants Amadeus a non-exclusive fully paid up royalty free license to any Feedback provided by Customer and acknowledges Amadeus is free to use any such feedback for any purpose without payment or restriction.
12. **WARRANTIES.** Amadeus warrants that (i) it has full power and authority to enter into the Agreement and provide the Subscription Product, (ii) each of Amadeus' employees or contractors assigned to perform any services hereunder shall have the proper skill, training, and background so as to be able to perform the service in a competent and professional manner, and will perform the Services in compliance with applicable laws, and that (iii) the Subscription Products will perform substantially in conformance with the online help documentation under normal use and circumstances. Amadeus does not warrant that the Subscription Products will operate uninterrupted or error-free, or achieve any results expected by Customer. EXCEPT FOR THE EXPRESSED WARRANTIES DESCRIBED IN THIS SECTION, AMADEUS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Customer warrants that it has the authority to enter into this Agreement with Amadeus on behalf of itself and each other person or entity with a proprietary interest in the information in Customer's sales and catering system database/instance; and to grant Amadeus the licenses and permissions described herein and to otherwise bind all such persons and entities to this Order Form.
13. **LIMITATION OF LIABILITY.**
- a. The parties agree that, to the fullest extent permissible under law, in no event shall a party be liable to the other for any consequential, indirect, special or punitive damages, or any damages for loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, lost profits, lost savings, loss of use or loss or corruption of data, database or software) howsoever arising out of this Agreement or with respect to the Subscription Product(s), whether in contract, tort, negligence, breach of statutory duty or other form of action even if the loss or damages were foreseeable or the party has been apprised of the possibility of such loss or damages. In the event of loss or corruption

of Customer Data, Amadeus' liability is limited to using commercially reasonable efforts to restore Customer Data within the Subscription Product to the status of Amadeus' most recent uncorrupted back-up of the Subscription Product database. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy.

- b. The parties agree that except for (i) the amounts payable to Amadeus hereunder, (ii) sums owed for indemnity obligations under Section 11 (iii) damages due to personal injury or property damage, (iv) damages due to a party's willful misconduct, and (v) damages for breaches of confidentiality (not including damages for Data Breach which is dealt with separately below), the total liability of either party to the other for damages under this Agreement, including damages for Data Breach, arising out of or relating to the provision, access to and/or use of (x) a Subscription Product will not exceed the prior twelve (12) months of Subscription Fees paid by Customer to Amadeus for such Subscription Product less any damages paid out for prior liability events, for any and all claims in the aggregate arising out of or relating to such Subscription Product, and (y) a Service, will not exceed the fees paid or payable by Customer to Amadeus for such Service, for any and all claims in the aggregate arising out of or relating to such Service.
- c. For clarification, any claim that may be characterized as both a Data Breach and a breach of Section 16 (Confidentiality), shall be subject to the caps stated in subsection (x) and (y) of this paragraph.

14. INFRINGEMENT INDEMNIFICATION. Amadeus will defend or settle, at its own expense, any action brought against Customer alleging the Subscription Product or Customer's use of the Subscription Product infringes any patent, copyright or other proprietary right enforceable in the United States. Amadeus will pay all costs and damages finally awarded in any such action. Amadeus' obligations under this Section are subject to Customer: i) providing prompt written notice of the claim; ii) granting Amadeus sole control of the defense and settlement of the claim; iii) not performing any action prejudicial to Amadeus' ability to defend the claim; and iv) providing cooperation and information reasonably requested by Amadeus, at Amadeus' expense. Amadeus has no liability for any claim based on use of the Subscription Products: i) in violation of this Agreement; or ii) in combination with other software or hardware not provided by, or specified by, Amadeus. If use of the Subscription Products is enjoined despite Amadeus' commercially reasonable efforts to procure rights to continue operating the Subscription Product or modify the Subscription Product to make it non-infringing, Amadeus may terminate the Subscription Term and issue a refund of a prorated portion of the Subscription Fee paid that is applicable to the portion of the Subscription Term following termination. This Section states Amadeus' entire liability for any claim of infringement of any intellectual property rights of any kind.

15. NOTICE. Amadeus may provide notices to Customer by email, mail, or courier, in each case to Customer's email or postal address as recorded in Amadeus' account information. Notices to Amadeus must be sent by mail or courier to Amadeus Hospitality Americas, Inc. 75 New Hampshire Avenue, Portsmouth NH 03801, attention Legal Department or Hospitality.Legal@Amadeus.com. Notices sent by email will be effective twenty-four (24) hours after emailing unless Amadeus receives notice that the email was not delivered. Other Notices are effective upon receipt.

16. CONFIDENTIALITY.

- a. Amadeus' Subscription Products and the associated components (including but not limited to software code, routines, algorithms, database structure and associated triggers and stored procedures, data dictionaries, user interface conventions and design patterns), corresponding documentation, the terms and pricing under this Agreement and any other business, operational or technical information provided by Amadeus hereunder that is marked or otherwise identified as confidential (or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure), (collectively "**Confidential Information**") is valuable information that is proprietary to Amadeus (or to the third party licensors) and represents and constitutes trade secrets and unpublished copyrighted material. Customer agrees to maintain the confidentiality of such Confidential Information and to only use such information to carry out its rights and obligations under this Agreement. For avoidance of doubt, Amadeus' business and technical methodologies, procedures, techniques and processes shall also constitute Confidential Information hereunder.
- b. The confidentiality obligations of the parties set forth in this Section 16 shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission of the Customer, (ii) is independently developed by the Customer without use or reference to the Amadeus' Confidential Information, or (iii) is disclosed to the Customer by a third party that, to the Customer's knowledge, was not bound by a confidentiality obligation to Amadeus.
- c. If Customer is required by a lawful order from any court, or any body empowered to issue such an order, to disclose the Confidential Information of the disclosing party, the receiving party shall promptly notify the disclosing party of any such order, so that the disclosing party may take reasonable steps to limit further disclosure, including obtaining a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the

absence of a protective order, the Customer is compelled as a matter of law to disclose the Confidential Information of Amadeus, the Customer will disclose only the part of such Confidential Information as is required by law to be disclosed.

17. **GOVERNING LAW AND ARBITRATION.** This Agreement shall be governed by the laws of the jurisdiction where the Amadeus' entity entering into this Agreement is located, excluding its conflict of law rules ("**Jurisdiction**") and if in the United States, New York law shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by binding arbitration under the Rules of the American Arbitration Association by three arbitrators appointed in accordance with the Rules in the Jurisdiction. All other disputes regarding this Agreement shall be subject to the exclusive jurisdiction of courts within the Jurisdiction. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration.
18. **FORCE MAJEURE.** Except for the obligation of payment, neither party shall be liable for non-performance prevented or delayed by strikes or labor unrest, delay in transportation, delay in delivery by suppliers, fire, civil disobedience, wars, acts of governments, unavailability of power or other utilities, criminal acts of third parties (crimes affecting computers, networks or systems, computer-related extortion, fraud and forgery, and unauthorized access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of viruses and worms, denial of service attacks, invasion of privacy, cyber-spying and illegal hacking) or acts of God (hurricane, tornado, flood, earthquake) ("**Force Majeure Events**"). In the event Force Majeure Events prevent provision of the Subscription Product for more than sixty (60) consecutive days, Customer's sole remedy is to terminate the Subscription Term applicable to the Subscription Product on thirty (30) days prior written notice to Amadeus. In such case, neither party will be liable for penalties or damages arising out of a failure to perform under this Agreement. However, in such event, Amadeus shall provide Customer a pro-rata refund of any prepaid but unused Subscription Fees. This Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.
19. **PUBLICITY.** Customer hereby authorizes Amadeus to publically disclose that Customer is a customer of Amadeus (e.g. in customer list, commercial proposals, sales presentations, conferences etc.), including details on the Services and Subscription Product provided to Customer and use Customer's and its Affiliates brands and logos in connection with such disclosures and use Customer's name, logo, service mark, and/or trademark, as updated from time to time, Customer reserves the right to withdraw such consent, and/or change its name, logo, service mark and/or trademark, upon reasonable written notice to Amadeus. Customer agrees to issue a press release announcing Customer's use of the Subscription Product but only upon mutual agreement of the content of such press release.
20. **MISCELLANEOUS.** This Agreement may not be assigned by Customer without the prior written consent of Amadeus, such consent not to be unreasonably withheld. Amadeus may assign this Agreement with advance written notice to Customer or to an affiliate or a successor in interest of the Subscription Product business. Any purported assignment in violation of this Section shall be void. Nothing in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between Amadeus and Customer. The failure of Amadeus to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.
21. **AMENDMENT.** This Agreement, together with any Amendments, constitutes the final and entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior or contemporaneous oral and written communications between the parties with respect thereto. Amadeus's third-party suppliers are an intended beneficiary. It is expressly agreed that neither usage or custom nor the terms of any Customer purchase order or any other ordering document shall have any force or effect. If this Agreement is posted on Amadeus' Web Site, Amadeus may revise the terms of this Agreement from time to time at Amadeus' discretion by placing revised terms on the same Web Site or by providing notice to Customer as described herein. The revised Agreement will become effective and replace previous versions only upon the next renewal of the Customer's Subscription Term.