

Date effective 23rd August 2018

1. Definitions

- 1.1. "Affiliate" means an individual, trust, business trust, joint venture, partnership, corporation, association or other legal entity which (directly or indirectly) is Controlled by, Controls or is under common Control with a Party;
- 1.2. "Agreement" means this Agreement and its Schedule and any other document incorporated by reference and attached to this Agreement;
- 1.3. "Applicable Laws" means the laws of England and Wales and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the provision of the Triptease Services from time to time;
- 1.4. "Confidential Information" means any information, that relates to the business, affairs, operations, customers (including customer data), processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential or other matters connected with the Triptease Services;
- 1.5. "Control" means in respect of a company, the power of a person directly or indirectly to secure that the affairs of the company are conducted in accordance with the wishes or directions of that other person including (i) by means of the holding of shares or the possession of voting power in or in relation to that company or any other body corporate; or (ii) by virtue of any powers conferred by the articles of association or other document regulating that company or any other body corporate, and Controlling shall be construed accordingly;
- 1.6. "Effective Date" means the date of this Agreement as found in the Schedule;
- 1.7. "End User" means an individual end user of a Website;
- 1.8. "Integration" means the incorporation and configuration of Integration Code within a Website in accordance with Triptease's specifications;
- 1.9. "Integration Code" means the software code provided by Triptease to Customer for purposes of causing Triptease's Services to appear on a Website and for the purposes of enabling Triptease to capture Interaction Data;
- 1.10. "Intellectual Property" means (i) patents; (ii) copyrights, moral rights, works of authorship (including copyrights in computer software), and rights in data and databases; (iii) trademarks, service marks, Internet domain names, trade dress, and trade names, together with all goodwill associated therewith; (iv) registrations, applications, renewals and extensions for any of the foregoing in (i)-(iii); and (v) trade secrets;
- 1.11. "Interaction Data" means data regarding an End User's usage of and interaction with the Websites and Triptease's Service;
- 1.12. "Triptease Service" means the hosted services operated by Triptease, as further described in the Schedule and Definitions ;
- 1.13. "Widget" means Triptease's proprietary web-based tools, as further described in the Definitions;
- 1.14. "Triptease Materials" means the Widgets, the Platform, the Triptease Service, the Integration Code, and any documentation or other materials that Triptease provides to Customer;

- 1.15. "Websites" means the websites owned or operated by Customer that are listed in the Schedule.;
- 1.16. "Price Check Services" means the hosted service operated by Triptease by which the Price Check Widget can be caused to be displayed on Websites;
- 1.17. "Price Check Widget" means Triptease's proprietary web-based tool which provides certain hotel room price comparison information on the Website;
- 1.18. "Direct Booking Platform" means the hosted service operated by Triptease which allows Customer to manage, monitor and display the Enchantment Services and Price Check Services and monitor the Disparity Analytics;
- 1.19. "Enchantment Services" means the hosted service operated by Triptease by which the Enchantment Widget can be caused to be displayed on Websites;
- 1.20. "Enchantment Widget" means Triptease's proprietary web-based tool which permits hotel website operators to track abandonment and provide incentives and other offers to Website visitors whose behavior on a website indicate that such users may be likely to close the Website page;
- 1.21. "Disparity Analytics" means the proprietary web-based dashboard which allows Customer to monitor disparity data;
- 1.22. "Initial Term" means the period (if any) prior to the Term as defined in the Schedule;
- 1.23. "Renewal Term" means the annual period subsequent to and immediately following the Term.
- 1.24. "Cost Per Acquisition" The net fee charged for each Conversion.
- 1.25. "Conversion" The result when an end-user clicks through an ad and books a stay on the hotel's booking page.
- 1.26. "Meta Budget" A target monthly spend below which the Customer would prefer to remain.
- 1.27. "Commission" The fee charged for each Conversion after accounting for any refundable, cancelled bookings
- 1.28. "Performance fee" Any fee charged as the result of a website conversion event

2. Service provision. Integration

- 2.1. "Triptease Service". Subject to the terms and conditions of this Agreement and the Privacy Policy on the Websites, Triptease shall make available the Triptease Service to Customer during the Term. Upon any termination of this Agreement, Customer shall disable the Integration, and Triptease shall cease making available the Triptease Service to Customer. Customer acknowledges that Triptease may modify the Triptease Service from time to time if it deems necessary or useful to: (i) maintain or enhance the (a) quality or delivery of the Triptease Service, or (b) the Triptease Service's cost efficiency or performance; or (ii) to comply with Applicable Laws or in response to any allegation of Intellectual Property infringement. Triptease shall use commercially reasonable efforts to ensure that any change will not materially diminish the features or functionality of the Triptease Service.
- 2.2. "Integration". Triptease hereby grants to Customer during the Term a limited, non-exclusive, non-transferable license to use the applicable Integration Code on systems owned or controlled by Customer solely for purposes of enabling the applicable Integration and in accordance with all applicable documentation and other instructions and requirements provided by Triptease.

- 2.3. "Restrictions". Except to the extent expressly stated otherwise in this Agreement, Customer shall not, nor attempt to, nor permit, procure, enable or request any other person or entity to (i) alter, adapt, reproduce, modify, create derivative works based on, reverse engineer, decompile, reverse compile, reverse assemble, translate or disassemble all or any portion of the Triptease Materials; (ii) use the Triptease Materials to (a) create, market or distribute any product or service that is competitive with the Triptease Service, or (b) act as a service bureau on behalf of, or otherwise provide processing or services support to, any person or entity; (iii) transfer, sell, lease, license, sublicense, distribute, disclose, divulge or make available the Triptease Materials to, or permit use of or access to the Triptease Materials by, any person or entity; or (d) remove, alter or obscure any Intellectual Property notice or other restrictive notice or legend contained or included in or on any Triptease Materials.
- 2.4. "Suspension". Triptease may suspend the Triptease Service (in whole or in part) from time to time for purposes of conducting maintenance, updates or repairs. In addition, Triptease may suspend, limit or terminate Customer's access to or use of the Triptease Service (in whole or in part) at any time without liability thereof if: (i) Triptease determines such action is necessary to prevent harm to any system or network or to limit Triptease's liability, (ii) Customer attempts to access or use the Service in a manner that breaches this Agreement, or (iii) Customer does not pay the due Fees within the deadline set out in Clause 3.2
- 2.5. "Scope". The Triptease Service shall be provided in relation to the websites listed in the Schedule. In the event that there is a change in circumstances during the Term such that a hotel featured on one of those websites is no longer owned or operated by the Customer, there shall be no downward adjustment of the Fees and the Customer shall remain liable to Triptease for the total amount of the Fees as stated in the Schedule for the duration of the Term.
- 2.6. "Change of Control". Where the Customer or its holding company is the subject of a change of Control, then the Customer shall immediately notify Triptease in writing of this fact. In the event that there is a change of Control of the Customer or in its holding company, such change of Control shall in no way whatsoever affect the validity of this Agreement or affect the enforceability of this Agreement (and the obligations herein) by Triptease against the Customer. The Customer shall, in all such instances, remain liable for its obligations hereunder.
- 2.7. "Business or Asset Sale". Where the Customer disposes of all, or a substantial part of its business and assets, the Customer shall notify Triptease of this fact and confirm whether or not this Agreement is to form part of such disposal. If this Agreement:
- (a) shall form part of the disposal, then the provisions of clause 10.3 shall apply; or
 - (b) shall NOT form part of the disposal, then the Customer shall remain liable for its obligations hereunder and the disposal shall in no way whatsoever effect the validity of this Agreement or effect the enforceability of this Agreement (and the obligations herein) by Triptease against the Customer.

3. Payment

- 3.1. "Fees". Customer shall pay Triptease the fees as set out in the Schedule (the "Fees").

- 3.2. "Payment Terms". Customer shall pay to Triptease the Fees for the Initial Term and Renewal Term due to Triptease pursuant to the Schedule within 14 days after Customer's receipt of an invoice from Triptease for those Fees. Any amounts due to Triptease under this Agreement not received by the date due will be subject to a late fee of 1.5% per month, or the maximum charge permitted by Applicable Law, whichever is less. Customer shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to this Agreement, other than taxes imposed on Triptease's income.
- 3.3. Fees for the Triptease Services are due annually in advance unless explicitly stated otherwise in the Schedule.
- 3.4. Triptease may increase the Fees for any subsequent Renewal Term by providing written notice to Customer prior to the commencement of the Renewal Term and the Schedule will be deemed amended without further action by the Parties to reflect the increased Fees. Notice of any price increase will be given at least 90 days before the commencement of the subsequent Renewal Term.
- 3.5. Invoices for Initial Terms, and Renewal Terms are issued upon delivery of Integration Code for new Customers. And upon the first day of the Term or Renewal Term for all subsequent Agreement periods.
- 3.6. Performance fees are billed monthly based on the date of conversion. Performance fees are calculated on the total value of a guest booking including resort and city fees levied by hotels. The fee does not apply to taxes levied on a guest by governmental bodies.
- 3.7. Where a Cost Per Acquisition (CPA) fee has been agreed, a Commission fee will not be payable. Where a Commission fee has been agreed, a CPA fee will not be payable.
 - (a) For Cost Per Acquisition (CPA) fees, cancellations are non-refundable.
 - (b) For Commission fees, cancellations are refundable.
- 3.8. Triptease will actively manage spend to avoid exceeding any pre-agreed Meta Budget each month, however Meta Budget is not guaranteed and Customer will be responsible for actual spend.
- 3.9. Bookings made more than 14 days after an end-user has clicked through an ad to reach the hotel site, will not be counted as Conversions.

4. Ownership

- 4.1. Triptease reserves all rights in and to the Triptease Materials not expressly granted to Customer pursuant to this Agreement. Customer acknowledges that as between the Parties, Triptease is and will be the sole and exclusive owner of all right, title and interest in the Triptease Materials, including all Intellectual Property rights therein and thereto. Customer hereby irrevocably assigns any rights it might obtain in the Triptease Materials (including any enhancements or improvements thereto or derivative works thereof) to Triptease. At Triptease's request and expense, Customer shall perform any and all further actions and execute any additional documents that Triptease may deem necessary or desirable to evidence, protect or confirm Triptease's or its designee's ownership interest in, to and under the

Triptease Materials, including making further written assignments in a form determined by Triptease. Customer shall (i) safeguard all Licensed Materials from infringement, misappropriation, theft, misuse or unauthorized access and (ii) promptly notify Triptease if Customer becomes aware of any of the foregoing. Customer is not required to provide any ideas, feedback or suggestions regarding any of Triptease's products or services ("Feedback") to Triptease. To the extent Customer does provide any Feedback to Triptease, Customer agrees to assign and hereby does assign all right, title and interest in and to such Feedback to Triptease and acknowledges that Triptease may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback without payment of any royalties or other consideration to Customer.

5. Term. Termination

- 5.1. "Term". The Agreement is effective as of the Effective Date and continues in effect for the duration of the Term (as defined in the Schedule), unless earlier terminated pursuant to the provisions of this Agreement. On expiry of the Term, this Agreement shall automatically renew for the next annual Renewal Term unless this Agreement is terminated pursuant to Clause 5.2 (a).
- 5.2. "Termination". Either Party may terminate this Agreement:
 - a) Up to 60 days before the end of the Term or subsequent Renewal Terms by providing notice of termination to the other Party. All Fees for the entire period of the Term or Renewal Term will be due regardless of the date of termination;
 - b) effective immediately if the other Party is in material breach of this Agreement and fails to cure such material breach (if capable of cure) within 30 days (or 10 days in the event of breach of payment obligations) after receiving written notice of the breach from the non-breaching Party; or
 - c) immediately upon written notice at any time if: (i) the other Party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not removed or resolved within 60 calendar days; (iii) the other Party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other Party discontinues its business; (v) a receiver is appointed over all or substantially all of the other Party's assets or business; or (vi) the other Party is dissolved or liquidated.
- 5.3. "Effect of Termination". Upon any termination of this Agreement, all rights and licenses granted to Customer under this Agreement terminate, and Customer shall (i) promptly cease exercising those rights and licences, (ii) destroy or return to Triptease all copies of the Integration Code and delete all copies of the Integration Code (including from the Websites) and any documentation, and (iii) promptly pay to Triptease any amounts due under this Agreement. Customer acknowledges that termination of this Agreement (other than by Customer for a breach by Triptease) creates no obligation for Triptease to refund any amounts paid or payable by Triptease under this Agreement. Clauses 1, 2.3, 3, 4, 5.3, 6, 7, 8 and 9 survive termination of this Agreement.
- 5.4. "Initial Term". If the Customer has agreed an Initial Term prior to the Term then this Agreement can be cancelled during the Initial Term by giving written notice up to

fourteen days prior to the end of the Initial Term. All Fees will be due for the entire period of the Initial Term regardless of the date of termination.

- 5.5. "Renewal Term". This Agreement will automatically renew for additional one-year terms (each, a Renewal Term) unless earlier terminated in accordance with Clause 5.2 (a)

6. Representation and warranties. Disclaimer. Indemnification.

- 6.1. "Mutual Warranties". Each Party represents, warrants and covenants to the other Party that: (i) it has the full power and authority to enter into this Agreement; (ii) the execution of this Agreement and performance of its obligations under this Agreement does not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.
- 6.2. "Disclaimer". The Triptease Materials are provided to the Customer "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under Applicable Laws, Triptease, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Triptease Materials, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limiting the foregoing, Triptease provides no warranty or undertaking, and makes no representation of any kind that the Triptease Materials will meet the Customer's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, be uninterrupted, error free or secure or that any errors or defects can or will be corrected, or meet any performance or reliability standards.
- 6.3. "Indemnification".
- a) "By Customer". Subject to Clause 6.3(b) Customer shall indemnify and defend Triptease and its Affiliates, and its and their directors, officers, employees, and agents from and against any and all damages, expenses (including legal fees and court costs), losses, liabilities, obligations, claims, demands, suits, actions, investigations, proceedings, and causes of action (collectively, "Losses") arising out of or relating to any third-party claim to the extent the claim arises out of or relates to (i) a claim that the content or functionality of the Websites (other than the Price Check and Enchantment Widgets) infringe that third party's Intellectual Property rights, (ii) Customer's breach of this Agreement or any agreement between Customer and an End User, and (iii) any IP Claim to the extent it is a Customer IP Claim. Triptease reserves the right to assume, at its sole expense, the exclusive defence and control of any matter subject to indemnification by Customer, in which event Customer shall cooperate with Triptease in asserting any available defences.
- b) "By Triptease". Subject to Clause 6.3(c), Triptease shall indemnify and defend Customer from and against any and all Losses arising out of or relating to any third-party claim that any of the Triptease Materials as provided by Triptease to Customer infringe the Intellectual Property rights of that third party (each, an "IP Claim"). Customer acknowledges that this Clause 6.3(b) states Triptease's entire responsibility and liability and Customer's sole and exclusive remedy for

any actual or alleged infringement of third-party Intellectual Property rights in connection with this Agreement.

- c) "Exclusions". Triptease has no obligation to indemnify or defend Customer for any IP Claim to the extent it arises out of or relates to (i) Customer's use of the Triptease Materials in combination with materials, software, Intellectual Property or services not furnished or approved by Triptease, where there would be no basis for the IP Claim but for the combination, (ii) any breach of this Agreement by Customer, (iii) Customer's improvement, modification or enhancement of, or creation of any derivative work based on, any Triptease Materials, or (iv) Customer's failure to implement a work-around, release, update or other modification to or for the Licensed Materials as provided or directed by Triptease (the IP Claims described in (i)-(iv) are "Customer IP Claims").
- d) "Mitigation". In the defence, settlement or avoidance of any IP Claim, and in addition to but not in lieu of any other obligation set forth in Clause 6.3, Triptease may, at its option and (subject to Customer's obligations under Clause 6.3(a)) its expense, (i) replace or modify any allegedly infringing Triptease Materials with non-infringing services, software or documentation that are reasonably comparable to the Triptease Materials being replaced, and/or (ii) obtain a licence for Customer to continue using any of the allegedly infringing Triptease Materials. If Triptease determines in its good-faith business judgment that the remedies set forth in clauses (i) and (ii) in the foregoing sentence are not available on commercially reasonable terms, Customer shall stop using and return to Triptease all allegedly infringing Triptease Materials, and Triptease may terminate this agreement (and refund any pre-paid Fees for Triptease Service not yet provided).
- e) "Indemnification Procedure". Each Party (the "Indemnified Party") shall give the other Party (the "Indemnifying Party") prompt notice of any demand by the Indemnified Party for indemnification under this Clause 6.3 (a "Claim"), as well as copies of any papers served on the Indemnified Party relating to that Claim, but the Indemnified Party's failure to provide or delay in providing that notice or those copies will not release the Indemnifying Party from its obligations under this Clause 6.3, except to the extent the failure or delay materially prejudices the Indemnifying Party. The Indemnifying Party has the exclusive right to conduct the defence of any Claim and any negotiations for its settlement, except that (i) the Indemnifying Party may not bind the Indemnified Party to any agreement, or otherwise prejudice or impair the Indemnified Party's rights, without the Indemnified Party's prior written consent, which the Indemnified Party may not unreasonably withhold or delay, and (ii) the Indemnified Party (x) shall assist the Indemnifying Party in its defence of any Claim, at the Indemnifying Party's request and expense, (y) may participate at its expense in the Indemnifying Party's defence of or settlement negotiations for any Claim with counsel of the Indemnified Party's own selection, and (z) may, at its option and the Indemnifying Party's expense, and on notice to the Indemnifying Party, conduct the defence of and any settlement negotiations for any Claim in place of the Indemnifying Party if the Indemnifying Party fails to promptly defend the Claim as required in this Clause 6.3. At the Indemnified Party's request and the Indemnifying Party's expense, and in addition to the

Indemnifying Party's other obligations under this Agreement, the Indemnifying Party shall assist the Indemnified Party with the defence of any Claim for which the Indemnified Party conducts the defence under this Clause 6.3(e).

7. Confidentiality

- 7.1. Each Party and its Affiliates shall maintain in confidence any Confidential Information it obtains from the other Party or that other Party's Affiliates in connection with this Agreement and may not use or disclose that information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The restrictions in the foregoing sentence do not apply to information that (i) the receiving Party or its Affiliates ("Recipient") rightfully possessed without a duty of confidentiality before obtaining it from the disclosing Party ("Discloser"); (ii) is or becomes generally available to and known by the public, other than due to Recipient's breach of this Agreement; (iii) Recipient received on an unrestricted basis from a source unrelated to either Party and not under a duty of confidentiality with respect to the information; or (iv) Recipient developed independently of the disclosed information. Customer acknowledges that Triptease's Confidential Information includes the Triptease Materials and information concerning the Triptease Materials.
- 7.2. Recipient shall to the extent permitted by law, (i) notify Discloser within three calendar days if a law requires, or a governmental authority requires or requests, that Recipient disclose Discloser's Confidential Information and (ii) use reasonable efforts to allow Discloser an opportunity to seek injunctive relief from, or a protective order with respect to, the contemplated disclosure. If notification to the Discloser is not permitted by law, or if it is permitted and that relief or order is not obtained, Recipient (a) may disclose only that portion of Discloser's Confidential Information that Recipient's counsel advises is not subject to privilege and must be disclosed and (b) shall cooperate with Discloser to the extent permitted by law to ensure the disclosed Confidential Information is treated in a confidential manner after disclosure.
- 7.3. Notwithstanding anything to the contrary in this Agreement, Customer agrees that Triptease may use and disclose Interaction Data and other data collected in connection with the operation of the Triptease Service as follows: (i) Triptease may use such data for purposes of providing Customer with the Triptease Service and for Triptease's internal business purposes on a confidential basis; (ii) Triptease may disclose such data to its third-party service providers on a confidential basis that assist it in providing the Triptease Service as is reasonably necessary for such assistance; (iii) Triptease may disclose such data as may be required by law or legal process; and (iv) Triptease may anonymise and/or de-identify any such data and aggregate that information and data with other information and data for any further use or purpose (including for distribution to the public).

8. Data Protection

- 8.1. In this clause 8, the following terms shall have the meanings set against them:
 - a) Agreed Purposes: the provision of the Triptease Service to the Customer pursuant to this Agreement.

- b) Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.
 - c) Data Protection Legislation: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
 - d) Permitted Recipients: The parties to this Agreement and the employees of each party.
 - e) Shared Personal Data: the personal data to be shared between the parties under clause 8 of this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to each data subject: name, surname, e-mail address, location, web search history in hotel website, chat history.
 - f) Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the "Data Discloser") will regularly disclose to the other party (the "Data Recipient") Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 8.2. Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 8.3. Particular obligations relating to data sharing. Each party shall:
- a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees and in the case of the Customer includes displaying the text set out in the Appendix to this Agreement (as such text is varied by written agreement of the parties from time to time) on its website so that it is visible to any user of the Triptease Service;
 - c) process the Shared Personal Data only for the Agreed Purposes;
 - d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement
 - f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or

unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

- g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor: (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and (ii) ensures that (a) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (b) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (c) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

8.4. Transfer. Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- b) promptly inform the other party about the receipt of any data subject access request;
- c) provide the other party with reasonable assistance in complying with any data subject access request;
- d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i) maintain complete and accurate records and information to demonstrate its compliance with this clause 2 and allow for audits by the other party or the other party's designated auditor; and
- j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

8.5. Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about

the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 8.2.

9. Limitation of Liability

- 9.1. Nothing in this Agreement shall limit or exclude the liability or remedy of either Party or any other person:
- a) for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
 - b) for fraud or fraudulent misrepresentation; and
 - c) for any act, omission or matter, liability for which may not be excluded or limited under any Applicable Law.

10. Miscellaneous

- 10.1. "Publicity". At any time after the beginning of the Initial Term, Term, or Renewal Term, Triptease may (i) issue press releases or other public announcements regarding the Triptease Services and the relationship between the Parties contemplated by this Agreement; and (ii) identify Customer as a Triptease client.
- 10.2. "Relationship of the Parties". The Parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the Parties, or an employee-employer relationship. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.
- 10.3. "Assignment". Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that Triptease may assign its rights and obligations under this Agreement without the consent of the other Party to an Affiliate or in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. In the event that Triptease consents to the Customer assigning its rights or obligations under this Agreement to a third party (the "assignee") in accordance with this clause, the Customer shall indemnify and keep indemnified, Triptease for all fees, charges, losses, liabilities, expenses and costs incurred in connection with any default by the assignee of such assigned obligations (including but not limited to non-payment by the assignee).. This Agreement inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.
- 10.4. "Force Majeure". Except for payment obligations, neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

- 10.5. "Notices". All notices, requests, claims and other communications between the Parties described in or otherwise regarding this Agreement shall be given in writing and sent by internationally recognized overnight carrier with delivery confirmation or shall be delivered by hand to the addresses noted in the preamble of this Agreement or at any other address of which that Party has notified the other Party in accordance with this Clause 9.5. Notices shall be sent to the attention of "Legal Department" or as otherwise directed by a Party in accordance with this Clause 9.5. All notices will be effective upon receipt.
- 10.6. "Amendments". An amendment of this Agreement shall be binding upon the Parties so long as it is in writing and executed by both Parties. No regular practice or method of dealing between the Parties shall modify, interpret, supplement or alter in any manner the express terms of this Agreement.
- 10.7. "Construction". The Parties acknowledge that the provisions of this Agreement are the language the Parties chose to express their mutual intent and hereby waive any remedy and the applicability of any law that would require interpretation of any claimed ambiguity, omission or conflict in this Agreement against the Party that drafted it. Each Party has had the opportunity to consult with counsel in the negotiation of this Agreement. Clause headings are for reference purposes only, and are not intended to affect the Agreement's meaning or interpretation. The words "including," "include," and "includes" are not limiting and are to be read as if they were followed by the phrase "without limitation." "Commercially reasonable efforts" means, with respect to a given obligation, the efforts that a reasonable and prudent person or entity desirous of achieving a result would use in similar circumstances to perform that obligation as promptly as possible consistent with its normal business practices and good-faith business judgment, including the incurrence of reasonable immaterial expenditures or liabilities. Unless stated otherwise, all references to a date or time of day in this Agreement are references to that date or time of day in London, United Kingdom.
- 10.8. "Severability; Waiver; Counterparts". If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Clause 9.8, all other provisions of this Agreement are to remain in effect as written, except that this entire Agreement will be unenforceable if modifying or disregarding the unenforceable provision affects the economic and legal substance of the transactions contemplated by this Agreement in a manner materially adverse to either Party. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect. This Agreement may be signed in counterparts, and each of them is an original, and all of them constitute one agreement.
- 10.9. "Governing Law; Jurisdiction". This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales. The Parties agree that the Courts of England and Wales will have exclusive jurisdiction under this Agreement, and the Parties hereby agree to submit to such jurisdiction exclusively.

- 10.10. "Entire Agreement". This Agreement constitutes the complete, final and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. If a provision in the Schedule conflicts with any other provision in this Agreement, the latter governs to the extent of the conflict. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Except to the extent stated otherwise in this Agreement, each Party's rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity.
- 10.11. "Interpretation". In this Agreement:
- a) references to Clauses and the Schedule are, unless otherwise provided, references to the clauses and the Schedule to this Agreement;
 - b) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
 - c) in the case of conflict or ambiguity, the order of precedence for this Agreement shall be as follows: (i) the Clauses of this Agreement; and then (ii) the Schedule;
 - d) unless a right or remedy of a Party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that Party's other rights and remedies; and
 - e) any phrase introduced by the words "including", "includes", "in particular" or "for example" or similar shall be construed as illustrative and are deemed to have the words "without limitation" following them.

Appendix

Text for inclusion on the Customer's website:

Use of Triptease Services: We use third-party analytics services to help understand the way our website visitors use our website. In particular, we may provide a limited amount of your information (such as your room search, email address and name, should you provide these) to the Triptease Group ("Triptease") and utilize Triptease to collect data for analytics purposes when you visit our website to book a stay with us. As our joint data controller, Triptease analyzes your use of our website and tracks our relationship by way of cookies and similar technologies so that we can improve our service to you. We may also use Triptease as a medium for communications through live chat or automated messages within our website. Additionally we may take payments through Triptease's live chat widget Front Desk. Triptease does not retain any payment information and uses the third-party service, PCI-Booking, for such payments. For more information on PCI-Booking use of data see their privacy policy <<https://www.pcibooking.net/privacy-policy>>. For more information on the privacy practices of Triptease please visit <<https://www.triptease.com/privacy-policy>>. Triptease's services are governed by Triptease's terms of use which can be found at <<https://triptease.com/en/tandc/>>