

API Access Agreement

The Partner wishes to connect to TravelClick APIs (defined in Section 8 below) of TravelClick, Inc. (and its subsidiaries and affiliates, collectively, "TravelClick") in order for Partner to transfer Data (defined in Section 8 below) to and from TravelClick's systems.

This TravelClick APIs Agreement ("Agreement") is by and between Partner and TravelClick. Partner and TravelClick are each a "Party" under this Agreement and, collectively, the "Parties." The Parties agree as follows:

1. License. Subject to the terms and conditions of this Agreement, TravelClick hereby grants to Partner a limited, non-exclusive, revocable license to use TravelClick APIs during the Term.

2. Capacity Constraints.

a. TravelClick may turn off or limit certain features and functionalities of TravelClick APIs to any party (including Partner) at any time and for any reason. Partner understands and agrees that TravelClick: (i) controls in its sole discretion access to each aspect of the TravelClick APIs environment, i.e., sandbox, testing, production, etc. environments; (ii) controls in its sole discretion access to certain aspects of the TravelClick APIs platform and data access; and (iii) TravelClick may, at its discretion, slow the processing of or fail messages that cause excessive resource usage, and TravelClick may impose volume restrictions from time to time in TravelClick's sole discretion and/or charge Partner fees for excessive usage of TravelClick APIs.

b. TravelClick will use commercially reasonable efforts to notify Partner in the case of temporary message blocking or processing speed limitations being applied.

3. Partner Obligations.

a. Partner will at its sole expense develop the system capabilities and implement these capabilities to connect to TravelClick. Partner also agrees that it will at its expense develop and implement the system capabilities to support any changes or enhancements to the TravelClick APIs within 120 days of written notification by TravelClick.

b. Partner agrees not to access the websites of hotels that utilize TravelClick's web booking engine (the "Sites"), whether directly or indirectly (i.e., either by itself or by using a third party), in any way and may not use, copy, distribute, or otherwise obtain any data or information from the Sites in any manner, including but not limited to "screen scraping".

c. TravelClick requires all TravelClick API connections to be certified before enabling the connection. Partner will pay for all fees and costs, if any, related to its certification by TravelClick within 30 days of receipt of invoice from TravelClick.

d. If any development needs to be performed by TravelClick to enable certification, and TravelClick agrees in its sole discretion to perform such development, Partner will pay TravelClick on a time and materials basis at TravelClick's then current hourly rates.

g. Partner may not use the Data, TravelClick APIs, or any other information or content related to TravelClick APIs provided by or through TravelClick (including but not limited to the specifications and requirements for TravelClick APIs, collectively the "TravelClick Property") except to transfer data between the TravelClick system and authorized connection for the sole benefit of the Subscriber (as defined below in Section 8). For the avoidance of doubt, Partner may not use the TravelClick Property for internal business purposes, to enable unauthorized connections or use of Data, or to compete with the business of TravelClick in any way, including but not limited to any business intelligence, data products and/or services.

h. Partner represents and warrants that it has obtained the express written consent of each Subscriber and any source of Data ("Data Source") to obtain, process and transfer the Data.

i. If Partner has experienced or suspects or has any reason to believe that it has experienced a data breach of any kind, Partner will immediately provide written notice to TravelClick.

j. Partner may not use an TravelClick API environment for a purpose not intended for that environment (e.g., Partner may not use the sandbox or testing environments for production purposes).

k. Partner may only obtain and push Data to TravelClick APIs on behalf of Subscribers and in accordance with TravelClick's authorization to Partner.

4. Intellectual Property. TravelClick owns and will own all right, title and interest to TravelClick Property, including but not limited to all specifications, requirements, and other information related to TravelClick APIs.

5. Confidentiality.

a. **Definition of Confidential Information.** Each Party agrees that all non-public information treated as confidential and disclosed by either Party, including, without limitation, whether disclosed orally, in writing or electronically and whether marked "Confidential" or that a reasonable party in the receiving Party's position would consider confidential, will be considered and referred to collectively in this Agreement as "Confidential Information" subject to the protections of this Agreement. Confidential Information specifically includes the specifications, requirements, and other information related to TravelClick APIs.

Confidential Information does not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of either Party; (ii) either Party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving Party; (iii) is independently developed by either Party without the use of any Confidential

Information; or (iv) either Party rightfully obtains from a third party who has the right to transfer or disclose it.

b. **Disclosure Restrictions.** The Parties may not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees with a need to know and who have a duty or obligation to maintain the confidentiality of Confidential Information and may not use Confidential Information except in the performance of this Agreement. Each Party must take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Each Party may not use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing Party in each instance.

c. **Confidentiality of Agreement and Partnership.** Partner understands and agrees that the existence of this Agreement, TravelClick APIs, the fact that Partner obtains Data from TravelClick, and the existence of the business relationship between the Parties are and will be Confidential Information.

d. **Requirements.** Upon termination of this Agreement, the receiving Party must either return the Confidential Information to the other or certify in writing that such information has been destroyed. The restrictions under this Section 5 with respect to disclosure of Confidential Information do not apply to the extent such Confidential Information is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law. However, upon receipt of a legal demand for the production of Confidential Information subject to this Agreement, the Party receiving that demand will give prompt notice to the other Party and provide the other Party with an opportunity to object before producing the Confidential Information. Confidential Information disclosed pursuant to this Agreement continues to be subject to the terms of this Agreement after termination of the Agreement or non-renewal of the Initial Term or Renewal Term, as applicable, or with respect to trade secrets for so long as that Confidential Information is deemed a trade secret under applicable law.

6. Term. This Agreement begins on the Effective Date and continues for 3 years ("Initial Term"), unless this Agreement is terminated by either Party for cause (subject to 30 days' right to cure following written notice to the breaching party). This Agreement renews for subsequent one-year terms (each a "Renewal Term"), unless either Party notifies the other party at least 90 days prior to the end of the Initial Term or, if applicable, a Renewal Term, of its intention not to renew. The "Term" is the Initial Term and any Renewal Terms. Notwithstanding this Section 6, TravelClick may terminate this Agreement at any time and for any reason by giving written notice to Partner.

7. Disclaimer and Limitation of Liability. TRAVELCLICK WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR OBLIGATIONS OF ANY KIND TO PARTNER, WHETHER THESE DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS OR DATA, ARISING OR IN CONNECTION WITH THIS AGREEMENT. TRAVELCLICK IS NOT AND WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY

ERROR OR OMISSION IN ANY DATA OR INFORMATION INCLUDED IN TRAVELCLICK APIs. TRAVELCLICK'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED \$100. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT.

TravelClick make no express or implied warranties or representations with respect to TravelClick APIs, program or any service, product or other items utilized via TravelClick APIs, including implied warranties of merchantability, or fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information provided by a Party, Subscriber, or Data Source, or any other third-party.

8. Definitions.

"Data" means rates, inventory, and other restriction data, reservation stay, current status data, group block definition, reservation data, promotion, offers, packages and special codes, and/or aggregated data.

"TravelClick APIs" means application programming interface(s) enabling data to be called and transferred between TravelClick's systems and third-party systems, including but not limited to local and cloud implementations of property management systems or other hospitality related management systems.

"Subscriber" means a mutual hotel customer of Partner and TravelClick.

9. Additional Terms and Conditions.

a. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between TravelClick and Customer.

b. A Party's failure at any time to enforce any of the provisions of this Agreement, will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Agreement. The exercise by a Party of any rights provided by this Agreement does not preclude or prejudice the exercise thereafter of the same or other rights under this Agreement.

c. If any provision of this Agreement or the application of any provision of this Agreement is held invalid, the remainder of this Agreement and the application of that provision will not be affected unless the provision held invalid substantially impairs the benefits of the remaining portions of this Agreement.

d. The validity and performance of this Agreement is governed by New York, USA law (without reference to choice of law principles), and applicable federal law.

e. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.