

INBOUND DATA FEED AGREEMENT – DEMAND360 PRO

This Inbound Data Feed agreement ("**Agreement**") is by and between TravelClick, Inc. (together with its affiliates and subsidiaries, collectively, "**Amadeus**") and Data Provider. Data Provider and Amadeus are each a "**Party**" under this Agreement and, collectively, the "**Parties**." The Parties are entering into the Agreement in connection with a data feed from Data Provider to Amadeus that is a condition precedent to Data Provider's participation in certain of Amadeus' Hotelligence360® programs, specifically Demand360®. The Parties agree as follows:

1. **Data Provision Requirements.** As consideration for the right to purchase Demand360 Pro subscriptions and for Amadeus' obligations regarding the confidentiality of the Data, Data Provider will:
 - a. provide the Data in accordance with the specifications, technical requirements, and other requirements as set forth by Amadeus (the "**Requirements**");
 - b. provide Amadeus with 5 days' written notice of any material change, addition or deletion to the Data components or definition of those components;
 - c. engage with Amadeus initially and periodically to test and confirm that Data are delivered completely and conforming to the requirements as set forth by Amadeus;
 - d. cause all Data to be consistent with the accuracy of the source data from which the Data are obtained; and
2. **Grant of License by Data Provider.** Data Provider grants to Amadeus the non-exclusive, worldwide, irrevocable, perpetual right and license to use the Data internally and for the purposes of providing products and services to Amadeus's customers.
3. **Confidentiality.**
 - a. 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. Data Provider specifically understands and agrees that the Requirements and all data formatting, process, specifications related to the Requirements are proprietary to Amadeus and are deemed to be Confidential Information.
 - b. 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.
 - c. Except as permitted by Section 2 of this Agreement,

the Parties may not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees with a need to know or to trusted subcontractors or advisors 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. The Parties accept the Confidential Information for the sole purposes described in this Agreement. 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. 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 foregoing restrictions on Confidential Information do not apply to Confidential Information that 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 for a period of three years from disclosure, or with respect to trade secrets for so long as that Confidential Information is deemed a trade secret under applicable law. While the Data are Confidential, once the Data are aggregated and incorporated into Amadeus's product, the Data are not Confidential Information.

4. **Term.** The term of this Agreement is equal with and coterminous with the term of the Master Services Agreement ("**Term**"). This Agreement will terminate automatically upon any expiration or termination of Customer's Master Services Agreement with TravelClick. A party may terminate this Agreement at any time during the Term, upon written notice to the other party, if that other party has materially breached the Agreement, and the breaching party has not cured the breach within 30 days following the date of the breach notice.

5. **Limitation of Liability.** EXCEPT WITH RESPECT TO SECTION 6(b), (a) NEITHER PARTY IS LIABLE FOR ANY LOST DATA, INDIRECT DAMAGES, LOST REVENUES, LOST PROFITS, INCIDENTAL DAMAGES, PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT AND (b) A PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO \$100,000.

6. **Additional Terms and Conditions.**

- a. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between Amadeus and Data Provider.

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.

7. Additional Terms and Conditions.

a. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between Amadeus and Data Provider.

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c. 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. The state and/or federal courts located in the County of New York, State of New York, USA are the exclusive venue for any disputes arising out of or related to this Agreement.

8. Definitions

"Affiliates" means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Party specified.

"Data" means total daily occupancy data from Data Provider's central reservation systems, property management systems and other data sources. For the avoidance of doubt, "Data" does not include any personally identifiable information.

