



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT by and between TNS and Customer is made and entered into as of the Effective Date.

WHEREAS, TNS makes available certain services, deliverables and software applications; and

WHEREAS, Customer desires to obtain access to certain services, deliverables or software applications, as more fully described in the Order Form, and TNS desires to make the same available to Customer, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the below meanings:

1.1 **"Affiliate"** means an entity that is (i) in control of, controlled by or under common control with Customer, and (ii) expressly named as an "Affiliate" in the Order Form. For the purposes of this Section 1.1, "control" and "controlled" mean the direct or indirect ownership of more than fifty percent (50.0%) of the outstanding voting interests of an entity. Unless otherwise set forth in the Order Form, if an entity that is expressly named as an Affiliate ceases to be in control of, controlled by or under common control with Customer, then such entity shall no longer be deemed an Affiliate for the purposes of this Agreement.

1.2 **"Agreement"** means, collectively, this Master Services Agreement, the Order Form and all other documents incorporated herein or therein by reference.

1.3 **"Beta Products"** means alpha, beta, early release, evaluation or similarly designated software, features and functionality made available by TNS to Customer.

1.4 **"Customer"** means the individual or entity specified as the "Customer" in the Order Form that is agreeing to this Agreement, collectively with its Affiliates, if any.

1.5 **"Customer Content"** means Customer's Confidential Information and Customer's data, content, websites and information provided and/or made available to TNS in connection with this Agreement or the Services, Deliverables or Software, whether directly or indirectly, including, without limitation, content that is obtained by TNS from Customer's databases or websites. Customer Content shall not include TNS's Confidential Information, the Services, Deliverables, Software, Third Party Products or TNS's or TNS's Agents' data, content or information.

1.6 **"Confidential Information"** means any and all nonpublic, proprietary or confidential materials, information or data which is disclosed or otherwise made available by or on behalf of the Disclosing Party to the Receiving Party in any form, including, but not limited to, development plans, designs, improvements, specifications, trade secrets, processes, computer programs, sales and marketing plans, financial statements, business plans and product pricing. Confidential Information shall also include, without limitation, any other information, oral or written, that is designated as confidential or proprietary or should reasonably be considered confidential or proprietary. TNS's Confidential Information shall also include, without limitation, the terms of this Agreement, Software and Documentation.

1.7 **"Deliverables"** mean the work product or deliverables, if any, that are (i) created or developed by TNS specifically for Customer as part of the Services, and (ii) expressly defined as a "Deliverable" in the Order Form. In no event shall Software, Documentation or Third Party Products (or any portion thereof) be deemed a Deliverable.

1.8 **"Disabling Code"** means computer code designed to delete, disable, deactivate, interfere with or otherwise harm any hardware or software, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door.

1.9 “**Disclosing Party**” means the party that discloses or otherwise makes available Confidential Information to the Receiving Party.

1.10 “**Documentation**” means the technical documentation generally made available by TNS from time to time to describe the functionality of the Services or Software, as updated by TNS from time to time. Documentation shall not include demos, marketing materials, proposals or similar content or any documentation regarding Third Party Products.

1.11 “**Effective Date**” means the “Effective Date” of the Order Form which is the date of Customer’s acceptance of this Agreement.

1.12 “**Order Form**” means the order form signed by authorized representatives of TNS and Customer that references this Agreement. Upon such signature, the Order Form shall be incorporated herein by reference and deemed a part hereof.

1.13 “**Receiving Party**” means the party to which the Disclosing Party discloses or otherwise makes available Confidential Information. If TNS is the Receiving Party, Receiving Party shall also include TNS’s affiliates.

1.14 “**Services**” means the services, Deliverables and Software TNS shall make available to Customer as more fully described in this Agreement.

1.15 “**Software**” means the software, if any, made available to Customer by TNS through the Services and set forth in the Order Form. Software shall include any new releases, updates, upgrades and modifications which TNS makes available to Customer under the terms of this Agreement. For the purposes of this Agreement, the defined term Software shall not include Third Party Products.

1.16 “**Third Party Products**” means services, software and products that are owned, performed and/or supplied by an individual or entity other than TNS and its affiliates.

1.17 “**TNS**” means either Travelnet Solutions, LLC, a Delaware limited liability company, or its affiliate, if such affiliate enters into the Order Form with Customer.

1.18 “**TNS’s Agents**” means TNS’s affiliates, employees and contractors.

1.19 “**TNS Parties**” means TNS, its affiliates and its and their managers, officers, owners, directors, governors, employees, agents, contractors, successors and assigns.

1.20 “**Units**” means lodging units, accommodation units and similar vacation rental units.

1.21 “**User**” means an individual natural person that is authorized by Customer to access or use any portion of the Services, Deliverables or Software and has been issued a username and password by Customer, TNS or TNS’s Agents.

1.22 “**Website Deliverable**” means the website, if any, that is (i) created or developed by TNS specifically for Customer as part of the Services, and (ii) defined as a “Deliverable” in the Order Form.

2. Access to Services.

2.1 Services. The Services shall be made available to Customer and Users during the applicable Subscription Period solely for Customer’s internal business purposes. All of Customer’s rights to the Services, Deliverables and Software are subject to Customer’s compliance with the terms of this Agreement including, without limitation, any usage limitations set forth in the Order Form. Customer acknowledges and agrees that (i) Customer is solely responsible for verifying the suitability of the Services, Deliverables and Software for Customer’s needs, and (ii) except as set forth in the Order Form, the entrance into this Agreement, Customer’s obligations under this Agreement and any go-live or similar dates are not conditioned upon functionality or features being developed, updated or modified after the Effective Date.

2.2 Support Obligations. During the applicable Subscription Period, TNS shall directly or indirectly provide online standard support related to the operation and functionality of the Software, subject to any applicable support policies as adopted or modified by TNS from time to time, which shall be made available to customers at support.tnsinc.com. TNS shall have no obligation to provide support relating to matters outside of the operation and

functionality of the Software, including, without limitation, issues arising from Customer's hardware, software, network or operating systems or Third Party Products.

2.3 Hosting Obligations. TNS shall use reasonable efforts to make the Software and Website Deliverables hosted by TNS available 24/7/365 excluding any unavailability, suspension, outage, delay or other performance issues arising from (i) planned maintenance which TNS shall attempt to schedule outside of normal business hours (CT), (ii) emergency maintenance, (iii) Third Party Products or the acts or omissions of Customer or any third party, (iv) Customer's failure to meet its obligations under this Agreement or the suspension or termination of Customer's rights in accordance with this Agreement, and (v) those events described in Section 17 below. TNS shall have no liability due to unavailability of the Software and Website Deliverables hosted by TNS arising from these excluded events.

2.4 Customer Assistance. Customer shall be solely responsible for providing, maintaining and ensuring compatibility with the access requirements for the Services, Deliverables and Software, and all hardware, software, electrical and other requirements for access to and use of the Services, Deliverables and Software, including, without limitation, telecommunications and internet service provider access, connections, links, web browsers or other equipment. Customer will provide all reasonably requested assistance and timely access to its personnel, systems, information and locations for which the Services, Deliverables and Software are made available ("**Facilities**"), which, in TNS's reasonable judgment, are required for TNS to perform its obligations under this Agreement. TNS will not be liable for any delays or nonperformance caused by Customer or its employees, contractors, suppliers or vendors, including, without limitation, Customer's failure to provide timely access to its personnel, systems, information or Facilities.

3. Fees and Payment.

3.1 Services Fees. Customer shall pay all fees set forth in this Agreement and the Order Form and shall reimburse TNS for reasonable expenses incurred in making available the Services, Deliverables and Software (such fees and expenses, collectively, "**Fees**"). Unless otherwise specified in the Order Form, TNS shall invoice Customer the applicable Fees by email and invoices are due and payable within ten (10) days of the date of the invoice. All payments shall be made in USD. Customer shall not have the right to set-off or make any deduction from payments for any reason. As between TNS and Customer, Customer shall be responsible for payment of (or reimbursement for) any applicable taxes, duties and assessments, except for any taxes based on TNS's net income. All amounts paid by Customer are nonrefundable. Except as expressly stated to the contrary in the Order Form, TNS may increase any recurring Fees, but no more than once per twelve (12) month period in the applicable Subscription Period, on thirty (30) days notice to Customer, which notice may be given as part of an invoice or sent electronically.

3.2 Overdue Payments. Overdue amounts under this Agreement shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, until paid. Customer shall be responsible for all costs, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by TNS in enforcing or attempting to enforce Customer's payment obligations hereunder, regardless of whether suit is commenced. In the event that any Fees become more than ten (10) days overdue or Customer is otherwise in default hereunder, TNS may suspend Customer's access to the Services, Deliverables and/or Software. TNS shall have no liability due to such suspension. If Customer disputes any portion of any invoice, Customer must notify TNS in writing within five (5) days from the date of the invoice with sufficient detail to allow the parties to resolve the dispute in good faith; otherwise, such invoice shall be deemed approved and undisputed for all purposes.

3.3 Methods of Payment. Upon request, Customer shall provide TNS a duly completed and signed ACH authorization in a form satisfactory to TNS. Customer may not make payment by any other payment method unless approved by TNS, in its sole discretion, and in such event additional fees may apply. Customer is responsible for providing valid and complete payment information at the time Customer submits payment or registers to pay. Customer represents and warrants that Customer (and the individual submitting payment) is an authorized signatory or user of the payment information provided. Customer agrees that TNS may pass Customer's payment information to TNS's designated service providers for their use in processing such payments.

3.4 Changes in Law. If, after the Effective Date, there is any change (or reasonable likelihood of change) in any law, rule, regulation, standard or agreement between TNS and its suppliers or vendors, that has or would have the effect of directly or indirectly increasing the cost to TNS or its suppliers or vendors of making available the Services, Deliverables, Software or Third Party Products or imposing additional costs on TNS or its suppliers or

vendors, then TNS may increase the applicable Fees in an amount reasonably proportionate to such increase or additional costs on written notice to Customer.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and remain in effect until terminated in accordance with its terms. For the avoidance of doubt, in the event this Agreement is duly terminated by either party, the Order Form and all Subscription Periods shall also terminate.

4.2 Subscription Periods. The term of Customer's subscription to a particular Service (each a "**Subscription Period**") shall commence on the Effective Date and continue for the initial Subscription Period for such Service specified in the Order Form. Thereafter, unless otherwise specified in the Order Form, such Subscription Period shall automatically renew for successive periods equal to the greater of one (1) year or the length of the initial Subscription Period for such Service, unless TNS or Customer provides written notice of non-renewal to the other party at least sixty (60) days before the end of the applicable Subscription Period. The parties agree that the foregoing is a reasonable period of notice for nonrenewal of a Subscription Period. For the avoidance of doubt, (i) the termination or expiration of a specific Subscription Period shall not terminate or otherwise effect other Subscription Periods under the Order Form, and (ii) each Subscription Period is non-cancellable except as otherwise expressly set forth in this Agreement.

4.3 Termination. This Agreement shall be terminated immediately without further action upon the termination or expiration of the last remaining Subscription Period under the Order Form. Either party may terminate this Agreement earlier for cause if (i) the other party breaches a material term or condition of this Agreement and fails to cure such breach within ten (10) days of the date written notice of the breach is provided for non-payment or thirty (30) days of the date written notice of the breach is provided for other breaches, or (ii) there is an assignment of all or part of the other party's assets for the benefit of creditors, the other party becomes the subject of a voluntary petition in bankruptcy, the other party becomes the subject of an involuntary petition in bankruptcy that is not dismissed within sixty (60) days of filing, or any proceeding is commenced with respect to the other party relating to insolvency, receivership, liquidation or composition for the benefit of creditors.

4.4 Effect of Termination. Customer shall pay for all Fees incurred and/or accrued up to and including the effective date of termination or expiration of this Agreement and the Order Form. Upon termination of a Subscription Period or this Agreement, (i) Customer's rights to the applicable Services, Software and Deliverables shall immediately terminate (subject to Section 7.3 below), and (ii) if terminated by TNS for cause or by Customer without cause, the applicable Fees for the remainder of any terminated Subscription Periods shall immediately become due and owing in full. Customer acknowledges and agrees that any amounts which may be incurred in relation to this Agreement or the Services, Deliverables and Software are incurred voluntarily, at Customer's sole risk, and with full knowledge that this Agreement may be terminated as set forth herein. TNS shall not be liable to Customer for any amounts incurred in anticipation of this Agreement continuing for any period of time.

5. Representations and Warranties.

5.1 General. Each party represents and warrants that (i) this Agreement has been validly signed and delivered by such party and constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, (ii) such party has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and (iii) such party's signature and delivery of this Agreement and such party's performance or compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under or require the consent of any third party under any agreement or instrument to which such party or its properties are bound or subject.

5.2 Specific to TNS. TNS represents and warrants that (i) TNS is qualified to make available the Services, (ii) any Software made available as part of the Services, when used in accordance with the terms of this Agreement, will perform substantially in conformance with the applicable Documentation under normal use and circumstances, and (iii) TNS has used reasonable efforts to scan any Software made available as part of the Services for Disabling Code.

5.3 Specific to Customer. Customer represents and warrants that (i) Customer owns or has the rights and authorizations necessary to provide Customer Content and the other materials made available in connection with

this Agreement and for TNS to use and process Customer Content in connection with this Agreement, (ii) Customer does not directly or indirectly, in any capacity, develop, license, sell, market or otherwise provide services or software that are substantially similar to the Services, Deliverables or Software, and (iii) Customer shall not engage in or assist any third party to engage in benchmarking or other competitive uses of the Services, Deliverables or Software, including, but not limited to, creating or providing services or software that are substantially similar to the Services, Deliverables or Software.

5.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) TNS DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT), (II) THE SERVICES, DELIVERABLES, SOFTWARE AND ANY MATERIALS OR INFORMATION RELATED TO OR PROVIDED THROUGH THE SERVICES, DELIVERABLES OR SOFTWARE ARE MADE AVAILABLE “AS IS,” AND (III) TNS DOES NOT REPRESENT OR WARRANT THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR THAT CERTAIN RESULTS MAY BE OBTAINED BY THEIR USE. ALL THIRD PARTY PRODUCTS ARE MADE AVAILABLE “AS IS.”

6. Confidential Information.

6.1 Exclusions. Confidential Information shall not include materials, information or data which (i) was lawfully disclosed to the Receiving Party free of any confidentiality or nondisclosure obligation from a source other than the Disclosing Party or its employees, directors, governors, managers, officers, owners, affiliates, contractors or agents, (ii) is or becomes publicly available other than by unauthorized disclosure, or (iii) is lawfully and independently developed by the Receiving Party without use of or reliance on any of the Disclosing Party’s Confidential Information. The Receiving Party shall bear the burden of proof for relying on any of the foregoing exceptions.

6.2 Confidentiality Obligations. The Receiving Party shall (i) keep all Confidential Information confidential, (ii) not use or disclose Confidential Information except as permitted under this Agreement or as otherwise necessary to fulfill its obligations under this Agreement, (iii) use the same degree of care it uses to protect its own proprietary information (but in no event less than a reasonable degree of care) to prevent the unauthorized use or disclosure of Confidential Information, (iv) limit disclosure and access to Confidential Information to those of its employees and contractors with a need to know such information in order to fulfill its obligations under this Agreement; provided that such employees and contractors are bound in writing by confidentiality obligations not materially less protective of Confidential Information than this Agreement, (v) immediately notify the Disclosing Party of any use or disclosure of Confidential Information not permitted by this Agreement of which it becomes aware, and (vi) return to the Disclosing Party all Confidential Information in its possession or control, or, if the Disclosing Party so requests, immediately destroy any such Confidential Information and certify such destruction to the Disclosing Party; provided that this Section 6.2(vi) shall not apply to Confidential Information (a) in which the Receiving Party has a continuing license, (b) in electronic format created as a result of a party’s automatic archival and/or back-up procedures to the extent the return or destruction would be unduly burdensome, or (c) to the extent the return or destruction would violate any applicable law, regulation, order or other requirement of a judicial or other governmental agency. TNS may also disclose Customer’s Confidential Information to its affiliates, contractors, suppliers and sub-processors and their employees and contractors to make available the Services, Deliverables and Software and perform its obligations under this Agreement.

6.3 Compelled Disclosure. Notwithstanding anything to the contrary, in the event that the Receiving Party is legally compelled to disclose any Confidential Information pursuant to a subpoena, order, process or other requirement of a judicial or other governmental agency, the Receiving Party may disclose such Confidential Information provided that the Receiving Party (i) notifies the Disclosing Party as soon as practicable prior to making such legally compelled disclosure, (ii) provides any reasonably requested assistance to the Disclosing Party in obtaining a protective order (at the Disclosing Party’s expense), and (iii) only discloses that portion of Confidential Information that, in the opinion of the Receiving Party’s legal counsel, it is legally compelled or otherwise required to disclose. Notwithstanding anything to the contrary, it shall not be a breach of this Agreement for a party to disclose the existence or the terms of this Agreement in order to enforce the terms hereof.

7. Ownership and Restrictions.

7.1 Ownership. TNS acknowledges and agrees that as between TNS and Customer, Customer is and shall remain the exclusive owner of Customer Content, Customer's Confidential Information and all patent, copyright, trade secret and other intellectual property rights therein. Customer is solely responsible for the accuracy, integrity and reliability of Customer Content. Customer acknowledges and agrees that as between Customer and TNS, TNS is and shall remain the exclusive owner of the Services, Deliverables (subject to Section 7.3 below), Software, TNS's Confidential Information and all patent, copyright, trade secret and other intellectual property rights therein. Customer agrees not to change or delete any copyright or proprietary notices contained on or provided through the Services, Deliverables, Software or Third Party Products. Except as expressly recited in this Agreement, no rights or obligations are to be implied and no license is hereby granted by TNS to Customer or any other party, directly or indirectly, under any patent, trade secret, copyright or other intellectual property right now held by, which may be obtained by or which are or may be licensable by TNS. TNS expressly reserves all rights not expressly set forth in this Agreement.

7.2 Restrictions on Use. Except as expressly provided in this Agreement, Customer shall not, and shall not assist or permit any Users or third parties to, (i) sell, supply, sublicense, rent, lease, license, access, use, permit use of, modify, create derivatives of or make available any part of the Services, Deliverables (excluding Website Deliverables assigned to Customer), Software, Third Party Products or Documentation, (ii) decompile, reverse engineer or otherwise attempt to discover any underlying code which is part of the Services, Deliverables (excluding Website Deliverables assigned to Customer), Software or Third Party Products, (iii) use the Services, Deliverables, Software or Third Party Products in violation of applicable laws, rules or regulations or other than in accordance with this Agreement and any applicable Documentation, (iv) export any part of the Services, Deliverables, Software or Third Party Products outside of the United States without TNS's prior written consent and in accordance with applicable law, (v) use the Services, Deliverables, Software or Third Party Products to post, upload or transmit any Disabling Code or any data, content or materials of any type that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or similar rights of TNS or a third party or that infringe or violate any rights of any party, (vi) access or use the Services, Deliverables, Software or Third Party Products in an unauthorized manner or in a manner that would interfere with or disrupt their accuracy, integrity or reliability, and/or (vii) copy the Documentation other than as necessary for permitted uses of the Services and Software.

7.3 Deliverables. TNS hereby grants Customer a limited, non-transferable (except in accordance with Section 15 below), non-sublicensable, non-exclusive license to access and use the Deliverables during the Subscription Period for such Deliverables solely for Customer's internal business purposes subject to and in accordance with the terms of this Agreement. TNS agrees to assign all of its right, title and interest in and to a Website Deliverable to Customer at the end of the Subscription Period for such Website Deliverable upon Customer's written request; provided that (i) the Order Form is at the end of or past its initial Subscription Period for such Website Deliverable, (ii) Customer has fully paid TNS all amounts due and owing to TNS and is not otherwise in default under this Agreement, and (iii) the assignment shall take place pursuant to an assignment document provided by TNS.

7.4 Access Credentials. Customer and Users may receive usernames, passwords and other access credentials (collectively, "**Credentials**") to access and use the Services, Deliverables and Software. Each User may not have more than one (1) User account and may not share Credentials with any other individual or entity. The security, confidentiality and integrity of Credentials is Customer's sole responsibility. Customer shall take all reasonable steps to ensure that no unauthorized person shall have access to Credentials and shall immediately notify TNS of any unauthorized access or use of which Customer becomes aware. Customer agrees to bear all liability for the same as well as all uses of Credentials, including, but not limited to, unauthorized uses of Credentials. Customer hereby authorizes TNS to use, sublicense and disclose Credentials and User account information if required by applicable law or where necessary to enforce this Agreement and/or to protect any of TNS's or other parties' legal rights.

7.5 Verification. Upon TNS's request, Customer shall provide TNS and/or its contractors with access to all Facilities, systems, records, documents, policies and procedures relating to this Agreement for purposes of determining Customer's compliance with the terms of this Agreement. If Customer is determined to not be in compliance with this Agreement, then Customer shall promptly pay to TNS the reasonable costs of conducting the foregoing determination and any subsequent determinations for the purpose of verifying the resolution of such issues. Further, if Customer has exceeded any use restrictions, then Customer shall promptly pay to TNS the then current list price for such overage, plus interest as set forth in Section 2.3.2 above, from the first date of such overage.

7.6 Customer License Grants. Customer hereby grants to TNS, its affiliates and its and their contractors, suppliers and vendors a non-exclusive license to use, host, sublicense, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, (i) Customer Content as necessary to make available, access or integrate with the Services, Deliverables, Software or Third Party Products and/or as specified under Third Party Licenses or Supplier Agreements, and (ii) Customer's names, logos and/or marks on or in association with the Services, Deliverables and Software (e.g. for branding purposes), as may be further specified in the Order Form. Notwithstanding the foregoing, if Customer provides TNS any feedback, suggestions or similar matters related to the Software, Deliverables or Services ("**Feedback**"), Customer hereby grants, and/or warrants that the owner of such Feedback has granted to TNS, a royalty free, perpetual, irrevocable, world-wide, non-exclusive, transferable, sublicensable (through multiple tiers) license to use such Feedback for any purpose and in any media or medium, or any form, format or forum, now known or hereafter developed.

7.7 Aggregated Usage Data. Customer acknowledges that it is possible for data that does not identify any particular individual to be collected from Customer and Users through the Services and Software, including, without limitation, statistical usage, Services performance and similar data. TNS and its affiliates may use such data in an aggregated form to provide, maintain, support and improve TNS's and its affiliates' services and software and for other business purposes in connection with TNS's and its affiliates' services and software, including, without limitation, analytics, statistical reporting and the development of new features, functionality and other components.

8. Additional Terms.

8.1 Specific Terms. Certain features, functionality or other components of the Services, Deliverables and Software may be subject to additional terms and conditions which shall be made available to Customer online at www.tnsinc.com/legal, in another reasonable form upon request or as click-wrap terms ("**Specific Terms**"). TNS may update or replace Specific Terms from time to time. The most current versions of the applicable Specific Terms are incorporated herein by reference and deemed a part hereof.

8.2 Third Party Terms. If Customer desires to access or use software or other proprietary materials from third party suppliers in connection with the Services, Deliverables and Software, Customer may be required to sign and deliver certain agreements to such third party suppliers ("**Supplier Agreements**") and must comply with them. If Customer fails to sign and deliver a Supplier Agreement, or if a Supplier Agreement expires or terminates for any reason, then TNS shall have no obligation to make available any related Services. In addition, certain features, functionality or other components of the Services may be made available through Third Party Products from TNS's third party suppliers that are subject to license rights and restrictions (collectively, "**Third Party Licenses**"). Customer's rights to and TNS's provision of such materials are expressly subordinate and subject to Third Party Licenses. Third Party Licenses are available at www.tnsinc.com/legal, and where commercially reasonable, TNS will provide copies of Third Party Licenses upon written request. By agreeing to this Agreement, Customer acknowledges access to and an opportunity to review the Third Party Licenses and agrees to comply with them. If TNS's rights provided by a third party supplier are limited, suspended or terminated for any reason, the rights of Customer shall also be so limited, suspended or terminated. To the extent of any conflict between the terms of this Agreement and the terms of a Third Party License, the terms of such Third Party License shall control with respect to the applicable Third Party Product.

8.3 Beta Products. Unless otherwise agreed by the parties in a signed writing, if Beta Products are made available to Customer, they are made available subject and pursuant to the applicable Specific Terms.

9. Indemnification.

9.1 Indemnification by TNS. TNS shall indemnify, defend and hold Customer, its employees, owners, officers, managers, directors, successors and assigns harmless from and against all claims, actions, audits, proceedings, litigation, investigations, demands, losses, liabilities, fines, damages, judgments, penalties, charges, costs, interest, awards and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Claims**") to the extent arising out of a third party's claim that the Software owned by TNS infringes its valid United States patent, copyright, trade secret or other intellectual property rights. Customer shall (i) promptly notify TNS in writing of any Claim of which it becomes aware, (ii) permit TNS sole control to defend, compromise or settle such Claim, and (iii) provide reasonable information, assistance and authority (at TNS's reasonable expense) to enable TNS to defend such Claim. Subject to the foregoing, Customer may otherwise participate in the defense or settlement of such Claim at its own expense. If the Software is held or is reasonably believed by TNS to infringe a third party's patent, copyright, trade

secret or other intellectual property rights, TNS may, in its sole discretion, (a) modify the Software so that it is non-infringing, (b) replace the infringing portion of the Software with a non-infringing substitute of similar functionality, (c) obtain a license for Customer to continue to use the Software, and/or (d) terminate the Order Form or affected portion thereof upon thirty (30) days notice and provide Customer a prorated refund of any prepaid Fees for the terminated portion of the Order Form based on the remaining period for which such Fees apply. This Section 9.1 shall not apply to the extent the applicable Claim arises out of a Third Party Product, Customer's breach of this Agreement, acts or omissions other than by TNS or TNS Agents, a modification of the Software by anyone not expressly authorized by TNS, use of a non-current release of the Software, or use of the Software with any other services, hardware or software not provided by or through TNS. THIS SECTION 9.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND TNS'S SOLE LIABILITY FOR ANY THIRD PARTY CLAIM THAT THE SOFTWARE INFRINGES A THIRD PARTY'S PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS.

9.2 Indemnification by Customer. Customer shall indemnify, defend and hold TNS Parties harmless from and against any Claims arising out of or related to (i) Customer's breach of this Agreement, (ii) any disputes between or among Customer and Customer's customers, vendors or suppliers, (iii) disputes that any Customer Content or Customer's or its suppliers' or vendors' other services, hardware, software or products violate or in any way infringe on any patent, copyright, trade secret or other intellectual property right of a third party, and/or (iv) chargebacks, ACH fees, reversals and/or similar fees relating to Customer's or any User's use of the Services to process payments.

10. Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TNS PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS, LOST DATA OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE SERVICES, DELIVERABLES OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) SUBJECT TO SECTION 10(I), ANY DAMAGES EXCEPT FOR ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER, NOT TO EXCEED THE FEES PAID BY CUSTOMER TO TNS UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR SOFTWARE GIVING RISE TO THE DAMAGES IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES OR, IF THERE IS NO SERVICES, DELIVERABLES OR SOFTWARE GIVING RISE TO THE DAMAGES, THE FEES PAID BY CUSTOMER TO TNS UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any claims arising in connection with this Agreement, the Services, Deliverables or Software, except for claims arising out of Customer's nonpayment, must be brought within one (1) year of the date the cause of action accrued.

11. Prohibited Solicitations. During the term of this Agreement and for twelve (12) months thereafter, Customer shall not directly or indirectly, in any capacity, without in each instance the prior written consent of TNS, hire, contract with or engage or attempt to hire, contract with or engage any of TNS's or its affiliates' then current employees or contractors or former employees or contractors that were employed or engaged by TNS or its affiliates during the term of this Agreement, or induce, assist or attempt to influence any of TNS's or its affiliates' employees or contractors to leave his, her or its employment or other position with TNS or its affiliates, to breach any employment or other agreements with TNS or its affiliates or to terminate any contract with TNS or its affiliates. General, non-targeted solicitations for employees in the ordinary course of Customer's business, without more, shall not constitute a breach of this Section 11.

12. Relationship. The parties are independent contractors and nothing in this Agreement shall be construed to establish an employer-employee, partnership, joint venture or other relationship. Neither party shall make any such representations to a third party or incur liability on behalf of the other party except as specifically agreed in connection with the performance of their duties hereunder. TNS's Agents may make available the Services, Deliverables and Software (or any portion thereof) in TNS's sole discretion. TNS acknowledges and agrees that it is responsible for any Services, Deliverables and Software made available by TNS's Agents. All acts and omissions of Users and Customer's employees, contractors and agents shall be deemed Customer's acts and omissions.

13. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof; provided that this Agreement does not impair, limit, or operate as a waiver of any of Customer's obligations or liabilities under any such prior agreements with TNS, including, without limitation, outstanding payment obligations. Any other terms and conditions supplied by or through Customer (e.g., terms contained on a purchase order) or otherwise, shall be of no force or effect and are superseded by this Agreement. There are no warranties, representations or agreements among the parties with respect to the subject matter hereof, except as set forth or referred to herein. This Agreement may not be amended except in a writing that is duly signed by TNS and Customer. In the event that the terms and conditions of this Agreement, the Order Form and any applicable Specific Terms expressly conflict, the following shall be the priority to resolve such conflict, except as expressly stated in this Agreement: (i) the Order Form, (ii) Specific Terms, and (iii) this Agreement.

14. Governing Law. This Agreement shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state or federal courts of Hennepin County, Minnesota, and all parties expressly consent to such courts' jurisdiction and irrevocably waive any objection with respect to the same, including, without limitation, any objection based on convenience. EACH OF THE PARTIES WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT AND ANY LEGAL ACTION OR PROCEEDING THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT, WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE EFFECTIVE DATE.

15. Successors and Assigns. Customer may not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of TNS. Any attempted assignment in violation of the foregoing shall be null and void. TNS may assign this Agreement, or any of its rights or obligations hereunder, to an affiliate or in the event of a transfer of all or substantially all of TNS's assets or TNS's merger or restructuring. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Subject to Sections 9, 10 and 11 above, nothing in this Agreement is intended to confer upon any person other than the parties hereto and any third party beneficiaries identified herein, and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

16. Notices. Except as otherwise expressly provided, notices under this Agreement shall be in writing and shall be deemed provided (i) when delivered personally, (ii) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested, (iii) on the date receipt is confirmed if sent by e-mail, or (iv) upon written confirmation of delivery by recognized international carrier sent by overnight service. Any notice to TNS must be sent to Travelnet Solutions, LLC, Attn: Legal Notices, 9900 Hemingway Avenue South, Cottage Grove, Minnesota 55016, legal@tnsinc.com. Any notice to Customer must be sent to the mailing or email address specified in the Order Form. Any party may change its notice address upon written notice to the other party.

17. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, except for payment obligations. Such acts shall include, but are not limited to, acts of God, strikes, internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations imposed after the Effective Date, fire, communication line failures, power failures, earthquakes and other disasters. In such an event, the delayed party shall use reasonable efforts to resume performance.

18. Equitable Relief. It is recognized that damages in the event of a breach or threatened breach of certain provisions of this Agreement will be difficult, if not impossible, to ascertain. It is therefore agreed that the parties, in addition to, and without limiting, any other remedy or right that each party might have, shall have the right to seek an injunction issued by a court of competent jurisdiction, enjoining a party from violating the provisions of this Agreement. This Section 18 shall not limit any remedies otherwise available to the parties.

19. Publicity. Unless otherwise requested by Customer in writing, Customer hereby grants TNS the right to publicize Customer's selection to do business with TNS and use Customer's names, logos and marks in connection with such publication. TNS agrees that all uses of such names, logos and marks shall inure solely to Customer's benefit.

20. Miscellaneous. Section and subsection headings are not to be considered part of this Agreement. They are included solely for convenience and are not intended to be full or accurate descriptions of the content hereof. Any Sections (or portions thereof) of this Agreement that either expressly by their terms, or in order to give full effect to their provisions must, survive the expiration or termination of this Agreement, shall so survive, including, without limitation, the following Sections of this Agreement: 1, 3.1, 3.2, 3.3, 4.4, 5.1, 5.4, 6, 7 and 9 through 20. The Order Form may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature on the Order Form is delivered by electronic means (e.g. a PDF), such signature shall create a valid and binding obligation of the signing party with the same force and effect as if such signature were an original thereof. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel. Therefore, no provision of this Agreement, including any amendment or addendum hereto, shall be construed against the party who drafted this Agreement. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect. No waiver of any provision of this Agreement nor consent to any departure herefrom shall in any event be effective unless the same shall be in writing and signed by the waiving party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Customer agrees to sign and deliver such other documents, instruments and agreements and to take such further action as is reasonably requested by TNS to consummate or to evidence the consummation of the transactions contemplated herein.

Last Updated: March 1, 2023