

HC TERMS AND CONDITIONS

A. BOOKINGS

1. **Compensation.** For each room night covered by a Booking, Expedia will be entitled to compensation (the '**Compensation**') equal to the Compensation Percentage of the Room Price. The Parties agree that the Compensation may be increased at Your discretion.
2. **Hotel Collect Bookings.** For each Hotel Collect Booking, You instruct Expedia to act as a facilitator of such booking acting on Your behalf and in Your name, but Expedia will not collect any advance payments from guests at the time of such booking. You acknowledge that You will be responsible for collecting all relevant amounts directly from guests at the time of check-out, unless a different time of collection is agreed by the Parties. For each Hotel Collect Booking, You will pay to Expedia the Compensation in the manner described in Section A.4.
3. **Fenced Bookings.** You agree that for each Rate Plan for Hotel Collect Bookings You provide, Expedia will create for You (or You will create) a Rate Plan for Fenced Bookings. The Parties agree that the Fenced Booking Percentage may be increased at Your discretion. For each room night covered by a Fenced Booking, You will be entitled to an amount equal to the Fenced Booking Room Price reduced by the Compensation, plus Taxes paid by the guest (except to the extent Expedia is required to pay such Taxes directly to the applicable Tax authorities). You may enforce black-out dates or other availability restrictions on Rates or Rate Plans for Fenced Bookings based on Your revenue management strategy in the manner provided through Expedia Partner Central, so long as these availability restrictions are properly communicated to Expedia in advance. You may discontinue participation in Fenced Bookings by opting out in the manner provided through Expedia Partner Central.
4. **Payments for Bookings.** Expedia will submit invoices for Bookings to You through Expedia's then-current invoicing system. You agree that payment for all invoices for Bookings shall be due upon receipt using one of the payment options available to You in Expedia Partner Central. If You are unable to access Expedia Partner Central, Your payment method will be determined by Expedia and communicated to You. You agree not to use a third party to process payments for Bookings on Your behalf without Expedia's consent and Expedia may implement a fee in respect of any such use of a third party payment processor. You agree that if Your payment method results in Expedia incurring bank fees or other similar charges, You will reimburse Expedia for such bank fees or similar charges. Payments not made within fifteen (15) days of the date of the invoice may be subject to late charges equal to 2%, or the maximum amount permitted by law, whichever is lower, of the outstanding balance for each month or portion thereof the payment is overdue. Expedia shall be entitled to, and shall invoice You for, Compensation in the event of a no-show or cancellation or similar change to a booking, unless You have notified Expedia of the relevant no-show, cancellation or similar change in the manner and within the time period set forth in Expedia Partner Central, as the same may be updated by Expedia from time to time. Expedia also may contact guests to confirm the accuracy of any documentation submitted by You in connection with any such notice. Expedia reserves the right to make changes or updates to its invoicing system, payment methods and/or invoicing requirements at any time.
5. **No Additional Expenditures.** The Parties acknowledge and agree that the amounts received by Expedia under this Contract adequately cover any marketing, IT and any other costs and expenses incurred by Expedia in the ordinary course of its business in relation to its facilitation of Bookings in accordance with the provisions of this Contract. The Parties further acknowledge that Expedia will not incur any exceptional and/or additional expenditure relating to procuring any Bookings for Your rooms without Your prior agreement to reimburse Expedia fully for any such exceptional and/or additional expenditure, e.g. in relation to any third party marketing costs to be incurred by Expedia specifically in connection with the promotion of Your rooms.

B. GENERAL TERMS

1. **Rooms, Rates and Availability**
 - a. **Rooms.** You agree that You will allocate and reserve at least the Base Rooms for display on and booking through the Expedia System for each stay date capable of being booked during the Term. Adjustments to Base Rooms may be made as permitted in Expedia Partner Central or as mutually agreed by the Parties. The Parties agree that Expedia will be permitted to make rooms available for booking in its discretion as Hotel Collect Bookings and/or Fenced Bookings.
 - b. **Rates.** You agree that the Rates and Rate Plans you provide to Expedia will be equal to or better than those made available through Your own Online Public booking or distribution channels. Any rules, restrictions, policies, and/or conditions (including rules associated with cancellation) applicable to any room that You make available through the Expedia System shall be no more restrictive than those applicable to any comparable room that You make available through Your own Online Public booking or distribution channels. Subject to Sections A.3, B.3.b and B.3.e, and unless otherwise agreed, You instruct Expedia not to display Hotel Collect Bookings with a Room Price lower than the relevant Best Available Rate, or in the case of Fenced Bookings, not to display with a Room Price lower than the relevant Best Available Rate reduced by the Fenced Booking Percentage.
2. **Guest Experience**
 - a. **Guest Experience.** You acknowledge that You will not treat any guest that books a room through the Expedia System differently than You treat any other guest that books a room through Your own or any third-party booking or distribution channels, including, without limitation, with respect to the handling of overbooking (i.e. 'walk') situations, the allocation of room types (including, for the avoidance of doubt, with respect to views, bedding options, size of rooms, etc.), the provision of customer service available with the booked room type and, with respect to Your own Online Public booking or distribution

channels, the amenities available with the booked room type and the amount and charging of Hotel Fees.

- b. **Cancellation.** You agree that the cancellation and no-show policies You offer through the Expedia System will be at least as favorable as any cancellation or no show policies offered by You through Your own Online Public booking or distribution channels. Subject to the terms and conditions of Your cancellation policy, Expedia reserves the right to cancel a Booking at any time. Except as may be made available to You in Expedia Partner Central, You shall not cancel any Booking and shall not encourage guests to cancel Bookings. Any Booking cancelled by Expedia and/or a guest will, at Expedia's option, be reallocated as a Base Room unless Expedia already has filled the allocation of Base Rooms for the date that such Booking is cancelled. If You do not enter Your cancellation policy into Expedia Partner Central, Expedia's default cancellation policy will apply. Expedia is entitled to the Compensation Percentage of any penalty amounts charged to guests for no-shows, cancellations or similar booking modifications.
- c. **Relocations.** If You are, or reasonably believe that You will be, unable to honor a Booking, You agree that You will immediately (i) notify Expedia of such inability, (ii) relocate the affected guest to a comparable property with an equivalent or higher Expedia star class rating, (iii) pre-pay or make other arrangements to cover the room charges at such property for the nights in question and all transportation and associated relocation costs to such property, and (iv) waive any additional fees or other additional payments that would otherwise be payable to You by Expedia or the guest as a result of the Booking. Expedia reserves the right to perform items (ii) and/or (iii) above directly, in which case You agree to reimburse Expedia for all expenses (including any Taxes) incurred by Expedia in securing such alternative arrangements, including applicable room charges at the alternative property and associated guest relocation costs.
- d. **Complaints.** You agree to respond to any guest complaints relating to Your Property in a prompt and reasonable manner. If a guest cancels all or part of a Booking as a result of dissatisfaction with Your accommodations or services, Expedia may refund some or all of the amounts paid by such guest for such Booking, and You will reimburse Expedia for any such refunded amounts within thirty (30) days of receipt of written request for reimbursement.

3. Loading and Display of Rates and Information

- a. **Property Information; Expedia Partner Central.** You agree to use Expedia Partner Central to enter or modify all relevant information relating to Rates, availability, applicable Tax rates, Hotel Fees, Property and Room Information, cancellation and no show policies, and/or to modify Your account information and preferred payment and notice practices, each to the extent necessary to enable Expedia to properly display relevant information about Your rooms and otherwise as permitted or required under this Contract. You acknowledge that You are responsible for the accuracy of all facts and information related to or provided by You that are entered into Expedia Partner Central or displayed on the Expedia System. You agree to advise Expedia immediately if any such information (including information related to the Property) is incomplete or inaccurate.
- b. **Rate Information.** You authorize Expedia to calculate on Your behalf and in accordance with this Contract, the Rates, together with any Hotel Fees, Taxes, or other amounts payable, based on information entered by You through Expedia Partner Central (or otherwise provided by You to Expedia in a manner acceptable to Expedia) and any such action by Expedia to derive such Rates, Hotel Fees, Taxes, or other amounts on Your behalf shall be deemed to be Your action, for purposes of this Contract. Notwithstanding the foregoing, You acknowledge that You will immediately notify Expedia if You believe that Expedia has incorrectly derived any Rates, fees, charges or other amounts relating to Your rooms. You agree to honor all Bookings made during the Term at the Rate in Expedia Partner Central and at the Room Price (together with the relevant Hotel Fees and/or Taxes) shown on the Expedia System at the time such Booking occurred, including Bookings with stay-dates occurring after the expiration or termination of this Contract. You agree to update the Rates, applicable Tax rates and Hotel Fees, (or the information entered by You necessary for Expedia to derive them) as necessary and in accordance with this Contract. You agree that Your Rates and Hotel Fees will not unlawfully increase in reaction to the occurrence or threatened occurrence of a Force Majeure Event. You accept that You will not require guests to pay any fees or surcharges relating to their payment process or method (e.g., guests will not be charged any fees or surcharges for credit or debit card payments).
- c. **Merchandising; Intellectual Property.** You grant Expedia and its Affiliates the worldwide, nonexclusive, royalty-free, fully paid right and license, in any and all media now known or hereafter discovered or developed, to use, reproduce, distribute and display the Property and Room Information for purposes of identifying, promoting, merchandising and/or obtaining Bookings for the Property. In addition, You agree to provide Expedia reasonable free access to the Property in order to obtain images for purposes of identifying, promoting, merchandising and/or obtaining Bookings for the Property. You represent and warrant that You and/or the Property are the owner or authorized licensee of all Property and Room Information and that such content, and Expedia's and its Affiliates' use, reproduction, distribution and display of such content, does not and will not violate the rights of any third party. To the extent Your consent is required for Expedia to utilize the right and license above, You hereby represent that You have all necessary rights and provide Your consent and agree that Your consent may be shared directly with third parties. Any additional advertising or marketing to be performed for You or the Property shall be governed by Expedia's then-standard marketing terms and conditions. Expedia may remove any Property or Room Information, or edit any Property and Room Information that Expedia believes to be inaccurate or inappropriate. This Contract does not grant to You or the Property any ownership interest in, or any express or implied license or right to, any of the Materials or to any software or intellectual property rights owned by or licensed to Expedia or its Affiliates. The Property and Room Information You provide to Expedia under this Contract will be equal to or better than what You make available through Your own or any third-party booking or distribution channels.
- d. **Expedia Star Class Ratings.** Subject to applicable laws and regulations, You agree that (i) Expedia will make the final determination of the Expedia star class rating assigned to the Property, and (ii) the Expedia star class rating assigned to the

Property may be changed by Expedia from time to time in its sole discretion. To the extent You have an officially mandated star class rating, You agree to provide such star class rating, and its source, to Expedia.

- e. **Display; Special Programs and Discounts.** Rooms displayed on the Expedia System will appear in an order determined by Expedia in its sole discretion. In addition, You agree Expedia and/or certain of its Affiliates may also on occasion offer discount pricing for Your rooms; provided that (i) any such offers shall be available with respect to a broad number of properties and not limited to the Property and (ii) to the extent You and Expedia have not agreed otherwise with respect to any particular offer, any such discount will be funded by a reduction to the Compensation otherwise payable by You to Expedia or retained by Expedia. At Your request and upon reasonable notice, Expedia will meet with You to discuss any such offers and Your participation in them. You acknowledge and agree that benefits offered to guests by Expedia and its Affiliates through their respective loyalty programs or through customer service coupons shall not be a violation of this Contract.

4. **Operational Matters**

- a. **Booking Process.** Expedia will provide notice of each Booking processed through the Expedia System. You will provide Expedia confirmation of receipt of every Booking notification within forty-eight (48) hours of Expedia's notification being delivered to You. You must honor every Booking for which You receive a Booking notification.
- b. **Anti-Fraud Cooperation.** You acknowledge that You are solely responsible for ensuring that the identification presented by any guest is valid and matches the Booking information provided to You by Expedia. If a Party believes a Booking may be or is fraudulent, or certain data provided by a guest cannot be verified, then the Parties will work in good faith to address such fraudulent or potentially fraudulent Booking. In the event of a fraudulent or potentially fraudulent Booking, Expedia may cancel such Booking at any time. You acknowledge that neither Expedia nor any of its Affiliates shall have any liability to You in connection with any fraudulent or potentially fraudulent Booking.
- c. **Personal Data and Security.** (i) Each Party agrees that it has in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any personal data or information of any guest. Each Party agrees that it will process, store, transmit and access any guest information in compliance with applicable law and, for guest information that includes payment information (including, without limitation, credit card, debit card, or financial account information), will do so in compliance with the current Payment Card Information Data Security Standard ("PCI DSS"). Unless You receive consent directly from the guest, You and Your affiliates will not directly or indirectly engage in any solicited or unsolicited marketing, promotional, or similar communications with any guest that has booked a room through the Expedia System. (ii) This Section B.4.c.ii applies to circumstances where You are the merchant of record and Expedia possesses, stores, processes, or transmits guests' cardholder data on Your behalf, or to the extent that Expedia could impact the security of Your cardholder data environment: Expedia acknowledges that Expedia is responsible for the security of cardholder data that Expedia possesses, stores, processes or transmits and will comply with the PCI DSS as issued by the PCI Security Standard Council, as updated from time to time.
- d. **Health and Safety.** At Expedia's request, You agree to promptly provide Expedia with a copy of Your annual operating license and/or similar certificate(s), if any, indicating Your compliance with the health and safety obligations required for You to operate legally in the jurisdictions in which You operate. In addition, Expedia may provide You with a health and safety self-assessment questionnaire from time to time, and You agree to supply the information requested in the self-assessment in a timely manner. Further, You agree to permit any employee of or consultant appointed by Expedia to carry out health and safety review of the Property. If, as a result of a self-assessment or a health and safety inspection, Expedia recommends health and safety enhancements or changes for Property, You agree that You will implement such recommendations within a timeframe to be mutually agreed by You and Expedia. In the event that You fail to comply with Your obligations under this Section B.4.d, Expedia may terminate this Contract immediately upon written notice to You.
- e. **Taxes.** (i) You acknowledge that You are solely responsible for the accuracy of Tax rate information, the identification of applicable Taxes and any changes to the Tax rates entered into Expedia Partner Central. You are responsible for accounting to the relevant tax authorities for any Taxes applicable to any amounts received by You for any Bookings and/or in consideration for Your services. Upon request, You will provide documentation to substantiate registration with and/or remittance of Taxes to the relevant taxing authorities. (ii) The Compensation is exclusive of any sales, value-added, turnover, withholding or other transaction-based tax in any country, state or locality, and where such tax applies it shall be paid to Expedia in cleared funds, without deduction or set-off, and exclusive of and without any deduction for, or on account of, any taxes, imports, duties, charges, fees or withholdings of any kind. In the event that You are required to make such a deduction or withholding, You agree that the Compensation will not be less than the Compensation that Expedia would have received had no deduction or withholding been required. (iii) If requested by Expedia, You will promptly provide Expedia with valid tax invoices in respect of any transactions entered into under this Contract, where taxes are chargeable under applicable law. (iv) You shall deliver to Expedia, prior to receipt of any payment hereunder, a duly completed and signed copy of IRS Form W-9 or other applicable documentary evidence satisfactory to Expedia to establish that You are not subject to withholding or are entitled to an exemption from, or reduction of, withholding tax, as applicable. Thereafter, You shall (i) promptly notify Expedia of any change in circumstances which would cause You to be subject to withholding or modify or render invalid any claimed exemption or reduction of withholding tax, and (ii) take any action that may be necessary to avoid any requirement that Expedia make any deduction or withholding for taxes from amounts payable to You. If You fail to perform Your obligations under this Section B.4.e.iv, then Expedia shall be entitled to deduct and withhold from any payment to You such amounts as it is required to withhold under applicable law. All amounts withheld pursuant to this Section B.4.e.iv shall be treated as paid to You for purposes of Section A.4

5. **Miscellaneous**

- a. **Confidentiality.** The Parties agree that any confidential, proprietary, know-how or trade secret information of any Party in any form that is designated as 'confidential' or that a reasonable person knows or reasonably should understand to be confidential ('**Confidential Information**') will only be used as specifically permitted by the terms and conditions of this Contract. Without the express written consent of the Party whose information will be disclosed, during and after the Term, no Party will disclose or allow the disclosure of any Confidential Information of another Party to any third party, except that a Party may disclose Confidential Information to its employees, directors, agents, independent contractors and consultants on a need-to-know basis, provided that said Party has executed appropriate written agreements with each such individual or entity sufficient to enable compliance with all the provisions of this Section. For the avoidance of doubt, 'Confidential Information' includes, but is not limited to, information (i) provided by a guest in connection with any Booking, or (ii) provided by Expedia or any of its Affiliates, or otherwise obtained by You, in connection with this Contract, including without limitation, the terms and conditions of this Contract. 'Confidential Information' does not include any information that (A) becomes publicly available without the receiving Party's breach of any obligation owed to the disclosing Party, (B) was known to the receiving Party prior to the disclosing Party's disclosure of such information, (C) became known to the receiving Party from a source other than the disclosing Party where such source did not breach an obligation of confidentiality owed to the disclosing Party, or (D) is independently developed by the receiving Party. A Party may disclose another Party's Confidential Information if required to do so to comply with a court order or other government demand; provided, that prior to disclosure, You must seek the highest level of protection available and provide us with reasonable advance notice. All Confidential Information will remain the exclusive property of the disclosing Party.
- b. **Disputes; Other Charges; Collection of Hotel Fees.** If a dispute arises with respect to any payment obligation under this Contract, the Parties will work together in good faith to resolve such dispute, and until such dispute has been resolved in a manner satisfactory to the Parties, You will not (i) apply any payment received for any other Booking or invoice to the disputed Booking or invoice, (ii) charge or attempt to charge the guest directly for the disputed amount, (iii) refuse to honor any guest's Booking, or (iv) take any other action likely to interfere with the fulfillment or enjoyment of any guest's Booking. You are responsible for any changes or services requested by a guest directly from You and You are solely responsible for collecting from the guest any charges for such changes or services. Unless otherwise agreed by the Parties, You are responsible for collecting Hotel Fees directly from guests with respect to all Bookings.
- c. **Books and Records.** Subject to the following sentences, Expedia's books and records with respect to this Contract, including without limitation, any information contained in Expedia Partner Central or the Expedia System, or in any facsimile or electronic communication submitted by You or Expedia, will constitute evidence of the receipt by You of Bookings made by guests through the Expedia System and the amount of the applicable Compensation. Furthermore, You acknowledge that Expedia generally has no knowledge of (i) guests' actual arrival or departure dates, (ii) any cancellation notice that may be given by guests directly to You, or whether any such cancellation notice as may be given is sufficient under Your policies to relieve guests (and Expedia) of all or any portion of the charges otherwise due to You, or (iii) any adjustment that may be negotiated by You directly with guests with respect to reductions in rate, duration of stay, or otherwise. Accordingly, You agree that Expedia and its Affiliates shall be entitled to rely upon and accept as accurate any information relating to Bookings received by Expedia from You.
- d. **Limitations.** (i) Expedia may, at any time and in its sole discretion, refuse to offer, display, or list for booking any of Your rooms made available by You through the Expedia System. Expedia makes no representations or warranties regarding the Expedia System or Your rooms, including any temporary or permanent interruption of the operation of the Expedia System, or with respect to the number, frequency, or type of rooms booked through the Expedia System. With respect to Bookings, nothing in this Contract constitutes a sale or rental of rooms to or by Expedia. (ii) Except as expressly described in this Contract, to the maximum extent permitted by law, You acknowledge that Expedia will not be liable for any indirect, special, incidental, or other consequential damages arising out of or relating to this Contract or for any direct or indirect lost profits or revenue or business, or lost or corrupted data or lost anticipated savings or goodwill or reputation, including costs or expenses (including attorneys' fees and expenses). (iii) Except as expressly described in this Contract, no Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. (iv) Nothing in this Contract shall limit or exclude either Party's liability for fraud, death or personal injury caused by negligence, any other liability which cannot be limited by law, or any liability it has under an express obligation in this Contract to indemnify the other Party.
- e. **Representations and Warranties.** In addition to any other representations and warranties made by You in this Contract, You hereby represent and warrant that: (i) You have authorized the individual entering into this Contract on Your behalf to take such action on Your behalf, (ii) this Contract constitutes a valid and binding obligation enforceable against You in accordance with its terms, (iii) the performance of Your obligations under this Contract will not violate any agreement or obligation between You and any third party, (iv) Your performance under this Contract will comply with the terms of this Contract, and (v) You hold all licenses, permits and authorizations required to make Your rooms available for booking through the Expedia System and to otherwise comply with Your obligations under this Contract.
- f. **Economic Sanctions.** You represent and warrant on a continuing basis that (i) neither You nor the Property are (A) the direct or indirect subject of, (B) owned or controlled by those that are the subject of, or (C) acting in violation of (including, but not limited to, marketing or promotional activities) any Economic Sanctions; (ii) no payments made by Expedia shall be used in violation of Economic Sanctions and no payments received by Expedia are related to, or otherwise generated by, activities that have taken place in violation of Economic Sanctions; and (iii) You will notify Expedia immediately in respect of any

breach of this Section C.5.f, any breach shall be deemed a material breach not capable of remedy, and Expedia may immediately terminate this Contract.

- g. **Insurance.** You represent and warrant that You have liability insurance coverage in an amount that is consistent with best industry practice. To the extent permitted by law, You will either (i) name Expedia as an additional insured on any liability insurance policies on which You pay premiums, and deliver to Expedia certificates of insurance that verify compliance with the preceding clause, or (ii) provide other evidence of insurance acceptable to Expedia that indicates, in the event of a claim relating to this Contract, that Expedia or claims made by Expedia will be covered by Your insurance. You will cause Expedia to receive thirty (30) days prior written notice before such insurance is cancelled or expires. No later than ten (10) days prior to the date of cancellation or expiration of an existing insurance policy, You will deliver new certificates (or other evidence) of insurance to Expedia for any renewal policies. Expedia may terminate this Contract immediately upon written notice to You if You fail to comply with this Section B.5.g.
- h. **Indemnification.** Expedia agrees, at its expense, to indemnify and defend You and any of Your officers, directors, employees, or agents ("**Your Indemnitees**") against any third-party claim or action; such indemnity to be limited to the loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses) directly incurred by Your Indemnitees from that third-party claim or action and to apply only where such claim or action arose from breach or default by Expedia under this Contract, including, without limitation, a breach of any representation, warranty or covenant. You agree, at Your expense, to indemnify and defend Expedia, each of its Affiliates and any of Expedia's or any of its Affiliates' officers, directors, employees, or agents ("**Expedia's Indemnitees**") against any third-party claim or action; such indemnity to be limited to the loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses) directly incurred by Expedia's Indemnitees from that third-party claim or action and to apply only where such claim or action arose from or relates to (i) Your accommodations or services, (ii) the performance of Your duties and obligations under this Contract or any breach or default by You under this Contract, including, without limitation, a breach of any representation, warranty or covenant, or (iii) any allegation that Expedia's or any of its Affiliates' use, reproduction, distribution or display of the Property and Room Information as permitted under this Contract infringes or misappropriates the intellectual property rights of any third party. You agree to use counsel reasonably satisfactory to Expedia to defend any indemnified claim, and Expedia may participate in the defense or settlement of any claim at any time using attorneys selected by Expedia. You also agree not to consent to the entry of any settlement or judgment without Expedia's prior written consent, which consent will not be unreasonably withheld.
- i. **Notices.** All notices must be in English, in writing, and sent by facsimile or a nationally recognized overnight air courier to the applicable facsimile number or address indicated below, or such other notice address/fax delivered in a manner permitted by this Section B.5.i; provided, that Expedia may also provide notice to You by electronic transmission. Notices are deemed delivered and received (i) if by facsimile transmission, upon successful facsimile transmission, (ii) if by a nationally recognized overnight air courier, upon delivery to Expedia by such nationally recognized overnight air courier, or (iii) if by electronic transmission, when directed to an electronic mail address entered into Expedia Partner Central by You. Expedia's notice address/fax is: 333 108th Ave. NE, Bellevue, WA 98004, 425-679-7251, Attn: General Counsel, with a copy to c/o Expedia.com Ltd., The Angel Building, 407 St John Street, London, England EC1V 4EX, United Kingdom Attn: Legal Department (Fax: +44 20 7019 2008). Your notice address/fax/electronic mail address will be Your then-current address/fax/electronic mail address as entered into Expedia Partner Central by You.
- j. **Assurances.** Expedia reserves the right to recoupment and offset for any amounts owed to Expedia by You under this Contract or any other agreement between You and Expedia and/or any of its Affiliates.
- k. **Amendment.** Expedia reserves the right to modify and impose new or additional terms and conditions to this Contract at any time. Expedia will provide written notice of any such changes to the terms in accordance with the notice provisions included in Section B.5.i of this Contract. If You do not accept such modifications or new or additional terms and conditions, You may terminate this Contract upon written notice to Expedia. Your failure to exercise Your right to terminate this Contract within thirty (30) days after notice of any modification or new or additional terms and conditions to this Contract will constitute Your acceptance of such changes. You agree that the termination right provided in this Section B.5.k does not apply to updates to the table included in the definition of 'Expedia' or, if applicable to You, to updates to the terms and conditions located at <https://expediconnectivity.com/terms>. No modification of this Contract by You shall be binding upon Expedia without its prior written consent.
- l. **Governing Law; Venue.** This Contract is governed by and shall be construed in accordance with English law without giving effect to any conflict of law principles. Each Party consents to the exclusive jurisdiction of the English courts for all disputes arising out of or relating to this Contract.
- m. **Miscellaneous.** Each Party will fully comply with all international, national, state, federal or local laws, regulations and treaties applicable to its business and operations. You will obtain all licenses required for You to operate legally in the jurisdictions in which You operate. You acknowledge that Expedia provides bookings for multiple properties, including Your competitors, and that Expedia has no obligation to disclose any terms relating to Expedia's relationship with other properties. This Contract is not intended to and does not create a partnership or joint venture relationship between or among the Parties. A Party's failure to perform under this Contract, other than the obligations set forth in Section B.2.c, is excused if the failure results from a Force Majeure Event. A Party whose performance is impaired as a result of a Force Majeure Event shall promptly notify the other Party. No Party may assign or otherwise transfer in any manner (whether voluntary or involuntary, or by operation of law, sale of securities or assets, merger, reorganization or otherwise) this Contract, or any of its rights or obligations under this Contract, without the other Party's prior written consent; provided, however, that Expedia may assign any of its rights or obligations to any of its Affiliates. Any purported assignment in contravention of the preceding sentence will

be void and of no force or effect. This Contract is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns. Only a Party to this Contract, which includes such Party's successors and permitted assignees, shall have any right to enforce any of the terms and conditions of this Contract. Expedia may terminate this Contract with immediate effect upon written notice to You should any government regulatory entity or any of its agencies, including but not limited to any state gaming commission, require that Expedia be investigated, registered or licensed in any form as a result of this Contract. No provision in this Contract may be waived, unless such waiver is confirmed in a writing signed by the Parties. If any part of this Contract is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Contract continues in effect. The language of this Contract will be English and any translation of this Contract into a language other than English will be for reference purposes only. In the event of a conflict of interpretation, the English language will prevail. Except as otherwise agreed upon by the Parties, all payments contemplated under this Contract will be made in USD or a currency selected by Expedia. Sections A.1-A.4, B.2.b-d, B.3.a, B.3.c, B.4.b-c, B.4.e, B.5 and B.6, any other definitions, and any terms that, expressly state that they survive or by their nature, are intended to survive, will survive termination or expiration of this Contract. This Contract (including any amendments or addenda hereto) is the Parties' entire agreement respecting the subject matter hereof and supersedes all prior agreements, written and oral, respecting the subject matter.

6. **Definitions.**

Capitalized words used but not defined herein have the meanings described in this Contract.

'Affiliate' means (a) Expedia, Inc., a Delaware corporation, and any entity that is directly or indirectly controlled by Expedia, Inc., a Delaware corporation or (b) any third party that facilitates bookings through the Expedia System. For purposes of this definition, 'control' shall be the beneficial ownership of 50% or more of any class of the voting securities of the relevant entity. With respect to (a) above, the term 'Affiliate' will not be interpreted to include trivago GmbH or any of its subsidiaries.

'Best Available Rate' means for each room night booked by a guest through the Expedia System, the lowest restricted or unrestricted price (as applicable), not including Taxes, or other government-imposed fees or surcharges or Hotel Fees, at which such room night was offered by You through any booking channels, including Your own and those of any third party, on the date such room night was booked, including, without limitation, any special, discounted, and/or promotional rates.

"Booking" means a Hotel Collect Booking or a Fenced Booking.

"Economic Sanctions" means trade or financial sanctions measures administered, enacted or enforced from time to time by (a) the United States of America, (b) the United Nations Security Council, (c) the European Union or any of its Member States, and/or (d) any country within the United Kingdom.

'Expedia' means, the following entity(ies), as applicable to the relevant hotel geography noted: Expedia, Inc., a Washington corporation (U.S.A.); Expedia do Brasil Agencia de Viagens e Turismo Ltda, a Brazil limited liability company (Brazil); and Expedia Lodging Partner Services, Sarl, a Switzerland limited liability company (worldwide except U.S.A. and Brazil). You agree the foregoing definition may be updated from time to time at Expedia's sole discretion, with notice to You.

'Expedia Interface' means the website located at www.expediapartnercentral.com, and any replacement or successor of that website, including any web-based or any downloadable form located or accessed on such website, utilized by You to enter all Rates, availability, applicable Tax rates, Hotel Fees, Property and Room Information, cancellation and no show policies, and/or to modify Your account information and preferred payment and notice practices, into the Expedia System.

'Expedia Partner Central' means the Expedia Interface, a rate sheet, or any other proprietary interface acceptable to Expedia and utilized by You to enter all Rates, availability, applicable Tax rates, Hotel Fees, Property and Room Information, cancellation and no show policies, and/or to modify Your account information and preferred payment and notice practices, into the Expedia System. Use of any proprietary interface will not reduce or otherwise modify Your obligations under this Contract. You agree that any direct connectivity functionality implemented for You shall be governed by the terms and conditions located at <https://expediaconnectivity.com/terms>, as updated from time to time by Expedia.

'Expedia System' means the software, databases, products, and other components that make up the services marketed by Expedia and/or any of its Affiliates to enable guests to shop for, reserve, book, and/or pay for travel and/or accommodation and related services through a computer, telephone, other interactive device, or other booking channel.

"Fenced Booking" means a booking of a room by a guest through the Expedia System that: (i) is made by the same guest who also has booked or books another lodging component or a car-hire, airfare, rail ticket or other non-lodging component, (ii) is of a Rate or Rate Plan presented so that the Property name, flag affiliation (if any) and precise location are withheld from the guest until the guest has paid for the room, or (iii) is of a Rate or Rate Plan that is not targeted to all users of the Expedia System or that is not available to all users of the Expedia System.

'Force Majeure Event' means an unforeseeable act or event beyond that Party's reasonable control, such as war, work stoppage, fire, weather events, air carrier interruption, or act of government; provided, that a Force Majeure Event does not include economic hardship, changes in market conditions or insufficiency of funds.

"Hotel Collect Booking" means a booking by a guest through the Expedia System for which You are responsible for charging and/or collecting payment from the guest for such booking.

'Hotel Fees' means all mandatory fees, costs or charges imposed by You on guests (other than the Room Price and Taxes) that such guests must pay in order to stay at the Property, including without limitation resort fees, whether collected directly by You or not. Hotel Fees do not include extra person charges, fees, costs, Taxes or charges for services or amenities included in the Room Price or for any additional optional services or amenities that guests choose to pay for (e.g., room service or spa appointments) or any service charges or other fees Expedia may charge to guests.

'Materials' means all text, graphics, animation, audio and/or digital video components that reside on or are accessible from or through the Expedia System.

'Online Public' means Marketed Online or Published Online. For purposes of this definition, (i) **"Marketed Online"** means marketed to the general public online by any means, including on mobile applications but excluding online marketing that is not aimed at the general public including, in particular, email, SMS, and instant messaging communications; and (ii) **"Published Online"** means available to the general public online by any means, including on mobile applications and, in the case of Rates and conditions, includes the display (whether or not on a channel owned and controlled by You) of the actual Rates or conditions or sufficient detail for the consumer to calculate such Rates or conditions. For the avoidance of doubt, Online Public excludes availability that does not involve the use of the internet, such as bookings made in person at Your reception, by telephoning You, or at a bricks and mortar travel agency, so long as such availability is not Marketed Online or Published Online.

'Party' or **'Parties'** means You and Expedia, individually or collectively, as the case may be.

'Property' means the hotel, inn, resort or other accommodation at which Your rooms are located.

'Property and Room Information' means all information, including availability information, photographs, trademarks, names, trade names, logos, descriptions, and other content or material (a) provided by You, (b) entered into Expedia Partner Central by You, (c) displayed or otherwise made available by You on Your website(s) or any third-party or social networking site, or (d) otherwise obtained by Expedia or any of its Affiliates with Your knowledge and/or consent.

'Rate' means the Room Price.

'Rate Plan' means the applicable Rate and associated booking conditions, including Hotel Fees, attached to each relevant room type available through the Expedia System.

'Room Price' means the amount paid or payable by a guest in respect of the relevant room, including extra person charges but not including any Hotel Fees or Taxes. For purposes of calculating Compensation for Bookings, Room Price also includes applicable Taxes and Hotel Fees.

'Tax' or **'Taxes'** means any sales, use, value-added, occupancy, accommodation, lodging, tourism, excise, gross receipts, ad valorem, goods and services, and other taxes, however designated, and other transaction taxes or fees of any kind (including any related interest, penalties and additions to tax) imposed with respect to travel-related services in any country, state or locality.

'You' or **'Your'** means collectively, the Property, the Property's owner and, if applicable, the entity managing the Property on behalf of the Property's owner.