



Uniguest and its Affiliated Companies Standard Terms and Conditions

Products and Services

Version Effective July 1, 2025

By executing an Order (defined below) to which these Standard Terms and Conditions (the “**Terms**”) are attached, or otherwise agreeing to be bound hereby (e.g., by accepting such Terms upon renewal), you (“**Customer**”) agree that these Terms govern your receipt and use of the Products and Services (each as defined below) provided by U.S. Hospitality Publishers, Inc., a Tennessee corporation, doing business as Uniguest, Inc. or one of its affiliates as identified on the applicable Order (for purposes of these Terms, as applicable, “**Uniguest**”), and that these Terms together with Schedule A, the Supplemental Terms (defined below) and any applicable Order constitute a binding contract between you and Uniguest. Uniguest’s affiliated companies and brands include, as of the date of these Terms, and without limitation, ONELAN, Tripleplay, Touchtown, Janus Displays, UCView, Volara, Otrum, MediaStar, Bunch, pCare, Eversound, and Planet eStream.

1. Definitions

- a. “**Agreement**” means these Terms together with Schedule A, all Supplemental Terms and each Order.
- b. “**Documentation**” means the then current Product and Services documentation relating to the operation and use of the Products and Services published or otherwise provided or made available (for example, on a website or within the applicable Products and Services in the case of Software). Documentation may be provided by Uniguest (in the case of Proprietary Products and Services) or the applicable Third-Party Provider (in the case of Products and services that are not Proprietary). Documentation includes technical program or interface documentation, user manuals, operating instructions, and release notes.
- c. “**Effective Date**” means the effective date set forth in the Order, or if not specified, the date the Order was signed by Customer, or if not dated, the date Uniguest activated Customer’s subscription to the applicable Products or otherwise provided or made available the Products and Services to Customer. If there is no Order (e.g., where Customer has accepted these Terms in connection with a renewal), Customer’s first annual renewal date following the version effective date noted above, as reflected in Uniguest’s records, will be the Effective Date for purposes of this Agreement.

- d. **"Initial Term"** means the initial term of the Agreement as set forth in the Order beginning as of the first day of the first full month following the Effective Date (or if the Effective Date is the 1st day of a month, such day). If no initial term is designated on the Order, the initial term will be one year from such date. If there is no Order (e.g., where Customer has accepted these Terms in connection with a renewal), Initial Term means the one-year period beginning on the Effective Date.
- e. **"IP Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- f. **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs. Malicious Code does not include the ability of Uniguest to remotely access, monitor, update, suspend operation of or disable any Software.
- g. **"Order"** means an order form (Order Form), statement of work (SOW), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Products and Services ordered and/or subscribed to by Customer and any associated fees and (ii) has been agreed to by manual or electronic signatures of both parties or agreed to through an electronic system specified by Uniguest. In the electronic system, Customer will be prompted to accept by clicking a button.
- h. **"Products"** means the Software for which Customer has purchased a subscription pursuant to the applicable Order together, if applicable, with any hardware Customer has purchased from or through Uniguest pursuant to such Order.
- i. **"Professional Services"** means training, consulting, engineering, or other professional services that Uniguest has agreed to provide to Customer pursuant to the applicable Order.
- j. **"Proprietary"** means, with respect to Products, those Products that were developed by or on behalf of and in accordance with specifications provided by Uniguest, and with respect to Services, those Services provided directly by or on behalf of Uniguest, as contrasted with Products and Services which Uniguest resells pursuant to agreements between Uniguest and the applicable Third-Party Provider, which for the avoidance of doubt will not be considered Proprietary for purposes of this Agreement (and which are referred to herein as Third-Party Materials).
- k. **"Recurring Service Fees"** means all annual, monthly, and other recurring service and support fees payable by Customer to Uniguest, together with any taxes accruing with respect thereto for which Customer is responsible, pursuant to the terms of the Agreement.
- l. **"Services"** means the Support Services and Professional Services.
- m. **"Software"** means all computer software that is included in or delivered or made available to Customer as part of the Products and Services (whether in object or source code form), and includes software provided on a software-as-a-service basis, hosted or cloud basis. Software also includes all updates, modifications, design data, associated APIs, as well as scripts, toolkits, libraries, reference or sample code, and similar materials, together with all related Documentation.

- n. **"Supplemental Terms"** means those separate terms and conditions that apply to specific Products or Services, categories of Products or Services, or other specific cases (e.g., terms specific to the local jurisdiction where the Products or Services will be provided or used) as attached hereto, set forth or referenced in an Order, or otherwise agreed by the parties.
- o. **"Support Services"** means Product maintenance, enhancement, and technical support services that Uniguest has agreed to provide to Customer pursuant to the Agreement.
- p. **"Term"** has the meaning given such term in Section 3.a below.
- q. **"Third-Party Materials"** means any Products and Services that are not Proprietary.
- r. **"Third-Party Provider"** has the meaning given such term in Section 6.a.
- s. **"Uniguest IP"** means all IP Rights in or related to Products or Services that are Proprietary.

2. Products and Services

- a. **Access and Use of Products.** For the duration of the Term, and subject to Customer's compliance with the terms of this Agreement, including, without limitation, payment of all fees due hereunder Uniguest will permit Customer to access and use the Products. Customer's right to use such Products (and the license rights granted herein) will continue in effect for the duration of Customer's subscription to such Product as agreed in the applicable Order (and subject to payment of all applicable subscription fees). Uniguest is responsible for making such Products available to Customer to use over the Internet (defined as the relevant Products can be reached at the public Internet-facing boundary of the cloud service where Uniguest elects to host such Products). Customer is responsible for maintaining compatible equipment, networks, and Internet access necessary to reach such Products consistent with the foregoing. Uniguest is not responsible for any failures or incompatibility with respect to such Customer equipment or networks or any disruption in Internet service generally or specific to Customer. Such Products may also be unavailable during routine or emergency maintenance windows. Uniguest will use commercially reasonable efforts to provide advance notice of any such planned outages.
- b. **Statistical Data.** Uniguest may monitor Customer's use of the Products and Services to collect and process anonymous, statistical, and performance information in aggregate form ("Statistical Data"). Uniguest will have an unrestricted right to store, analyze, evaluate, and use the Statistical Data for its own internal business purposes, including improving the features, performance, and functionality of the Products and Services. Uniguest warrants and agrees that the Statistical Data shall not include any information which identifies or can be attributed to Customer or any personally identifiable information of any person.
- c. **Non-Exclusive.** All Products and Services are provided by Uniguest on a non-exclusive basis. Without limiting the foregoing, Uniguest is free to provide the same or similar Products and Services to any Third-Party, including any competitors of Customer.
- d. **Feedback.** Uniguest shall have, and Customer hereby grants, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual right and license to use, modify

and/or incorporate into the Products and Services (and any other products or services of Uniguest) any ideas, suggestions, enhancements, recommendations or other feedback provided by Customer.

- e. **Compliance with Law.** Each party agrees to comply with all laws and regulations applicable to its respective performance of this Agreement, including, as applicable, laws respecting the privacy of individuals and their personal information, rights to intellectual property, and the export or import of goods or services.
- f. **Internet Content Filter.** Where applicable, some Products may include a content filter to block harmful or objectionable content. Customer acknowledges that individuals may differ as to what they believe constitutes "harmful or objectionable" content. Uniguest assumes no liability with respect to any content accessed by a user, including in the event a Product is used to access or display content which a user or other person finds harmful or objectionable, or that is unlawful, obscene, scandalous or otherwise objectionable. Further, Uniguest assumes no liability in the event such content filter blocks content, and a user or other person considers the fact that such blocking has occurred to be objectionable.
- g. **Usage Limits and Restrictions.** Certain Products may be provided subject to limitations or restrictions on use (e.g., number of authorized users, transaction or limits, or number of connected devices) and/or priced on the basis of the foregoing (e.g., per user fees). Use of any such Products is expressly subject to any such usage limits and restrictions and payment of such fees. Uniguest reserves the right to impose additional fees where usage exceeds any such limits or restrictions. Uniguest reserves the right to inspect Customer's books and records to ensure compliance with any such limits or restrictions and ensure accurate billing.
- h. **Authorized Users.** Customer shall be responsible for (i) designating any of its employees or other personnel and, where applicable, guests, residents or customers, that will be granted access to any of Customer's Product accounts, (ii) ensuring that all such users comply with the terms of this Agreement, and (iii) disabling any such person's access if such person ceases to be authorized by Customer to access Customer's Product account (or notifying Uniguest that such access should be terminated where Uniguest's assistance is needed to disable a user account). Customer will be responsible for the acts or omissions of all such individuals. Customer will be responsible for ensuring that all such individuals maintain the security of their user credentials. Customer will notify Uniguest immediately of any unauthorized access to Customer's Product account(s).
- i. **Malicious Code.** Where applicable and to the extent available, Uniguest uses commercially available anti-malicious code software intended to keep Products free of Malicious Code. Customer acknowledges that no such software is perfect, and in particular, it is difficult to protect against Malicious Code that has not yet been detected and countered by commercial anti-malicious code software providers. Other than using commercially reasonable efforts to keep such anti-malicious code software up to date in all applicable Products for so long as Customer continues to subscribe to such Products under the terms of this Agreement, Uniguest assumes no obligation or liability whatsoever with respect to any Malicious Code that may infect any networks, software, equipment or systems of Customer or its customers.

- j. **Product Updates.** Products may be updated by Uniguest to deploy new Software and update existing Software. In the event that such deployment causes any issues with Customer's use of the applicable Products, and Uniguest reasonably determines that the cause is an issue with Customer's hardware, including, without limitation, the age of Customer's hardware, the failure of Customer to update the hardware's operating systems or other Third-Party software, or other circumstances outside Uniguest's control, then Uniguest shall so notify Customer, and Uniguest may discontinue the provision of Support Services until the parties agree on new fees to be paid as a result of the increased effort required to provide such Support Services to Customer.
- k. **Ownership and Restrictions.** Customer acknowledges that, notwithstanding any other provisions of this Agreement and/or references to any "purchase" or "sale" in this Agreement or the applicable Order, the title to, and ownership of, all Products will at all times remain with Uniguest and/or the applicable Third-Party Provider (as applicable). Customer is hereby granted for the duration of the term of the Agreement a non-exclusive, non-transferrable, and non-sublicensable license to use the Products only as provided by Uniguest. Uniguest or the applicable Third-Party Provider retains all IP Rights in and to the Products. Customer acknowledges that the Products, all copies of the Products, any derivative works, compilations, and collective works of the Products, and any know-how and trade secrets related to the Products, are the sole and exclusive property of Uniguest and/or the applicable Third-Party Providers, and contain Uniguest's and such Third-Party Providers' confidential and proprietary materials. Customer will not attempt, directly or indirectly, to (i) reverse engineer, disassemble, or decompile any portion of the Products, (ii) modify or create derivative works based upon the Products, (iii) use or access the Products for the purpose of creating any competing product or service or benchmarking the Products.
- l. **Licensed Media.** Uniguest Products and Services may include pre-loaded demonstration or theme content, including licensed stock images, videos, or templates ("Demo Content"). Such Demo Content is licensed for Uniguest's internal use only and is not authorised for end-customer or partner distribution, public display, or commercial use beyond demonstration purposes. Upon deployment, Customer is responsible for replacing all Demo Content with its own legally licensed or owned content. Uniguest disclaims all liability for any unauthorised use of Demo Content by Customer or third parties. Uniguest may recommend or provide access to third-party royalty-free content platforms, but the responsibility to verify the licence scope for ongoing use remains with the Customer.
- m. **Additional Terms of Third-Party Providers.** Additional acknowledgements, licensing terms and disclaimers for Third-Party Materials may be contained in the Documentation for such Third-Party Materials, as applicable, or may otherwise accompany such Third-Party Materials, and use of such Third-Party Materials will be governed by the terms of this Agreement together with any such additional terms.
- n. **No High-Risk Use.** Customer hereby acknowledges that the Products and Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures, emergency alerts, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction,

operation or maintenance of any nuclear facility. Uniguest hereby expressly disclaims any express or implied representation or warranty of fitness for such purposes.

3. Term and Termination

- a. **Initial Term and Renewal.** Unless terminated in accordance with Section 3.b below, the Agreement will continue in effect for the duration of the Initial Term, after which the Agreement will continue in effect and automatically renew annually upon the expiration of the Initial Term and each anniversary thereof until either party terminates this Agreement in accordance with Section 3.b below. The Initial Term together with any such automatic renewals is referred to herein collectively as the “**Term**.”
- b. **Termination.**
 - i. **Without Cause.** Customer may terminate the Agreement without cause effective upon the expiration of the then current Term upon not less than sixty (60) days’ prior notice as outlined in Section 3.b.iii below.
 - ii. **With Cause.** Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party if such material breach remains uncured thirty (30) days after the date of written notice thereof from the non-breaching party.
 - iii. **Termination by Customer.** To be effective, all terminations by Customer (with or without cause) must be submitted pursuant to a Service Cancellation Request via this website: <https://uniguest.com/customer-cancellation/>. For the avoidance of doubt, the minimum prior notice periods set forth above still apply.
- c. **Effect of Termination.** Accrued payment obligations, in addition to any other amounts to be paid, reimbursed or otherwise retained by Uniguest pursuant to the Order, together with Sections 1, 2.b-d, i, k-n, 3.c, 4.e and .f, 5, 6, 7, 8, 9 and any other provision of the Agreement that is expressly stated or is intended to survive to give full effect thereto will survive any termination or expiration of this Agreement. Termination or expiration of this Agreement for any reason shall not release either party from any liability which has already accrued as of the effective date of such termination or expiration, and shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any remedies or claims, whether for damages or otherwise, which a party may have hereunder, at law, equity or otherwise or which may arise out of or in connection with such termination.

4. Fees and Payment Terms

- a. **Fees.** Customer will pay the amounts set forth in the Order for the Products and Services (or if there is no Order, the amounts payable under Customer’s prior agreement with Uniguest). One-time fees are billed immediately upon the Effective Date or 90 days after agreement is signed, whichever comes first. Recurring Service Fees are billed on the Effective Date and when and as they come due in accordance with the terms of the Order, including at renewal of the Agreement, or if there is no Order, upon each anniversary of the Effective Date.

- b. **Recurring Services.** Uniguest may on each anniversary of the Effective Date following the Initial Term increase any Recurring Service Fees by an amount not to exceed five percent (5%), on a percentage increase basis. Uniguest will not be required to notify Customer of any increase described in this clause. Any such increase will be reflected on Customer's next recurring charge following the effective date of any such increase.
- c. **Third-Party Materials.** Prices for Third-Party Materials are subject to change without prior notice and are not subject to the foregoing percentage limit on increase as defined in Section 4.b.
- d. **Payment Terms.** If Customer has provided a designated form of payment (e.g., a deposit account pursuant to an ACH authorization or a credit or debit card), Uniguest will automatically draft or charge such form of payment for all amounts due under the Agreement, when and as such amounts come due (which are generally billed in advance of the term to which they relate). If Customer has not provided any such form of payment, Uniguest will invoice Customer for such amounts, and such amounts will be due within thirty (30) days of the date of each such invoice.
- e. **Late Fees and Remedies.** Amounts not paid when due in accordance with this Section 4 will be charged a late fee in the amount of the lesser of 2% per month or the maximum amount allowed by law on the unpaid balance. In the event an amount due hereunder is not timely paid, Uniguest may at its option and without penalty hereunder discontinue providing Services and/or immediately and without prior notice suspend Customer's access to any Products. The foregoing is in addition to any other remedies available to Uniguest hereunder or at law or in equity.
- f. **Taxes.** Except for taxes accruing with respect to the net income of Uniguest, Customer will be responsible for any and all applicable sales, use, excise, or other taxes, whether federal, state or local, however designated, which are levied or imposed with respect to Customer's purchase of the Products and Services.

5. Confidentiality

The parties expressly acknowledge that in the course of their performance, they may learn, view or have access to certain confidential and proprietary information of the other party ("Confidential Information"). Neither party shall (i) disclose, directly or indirectly to any Third-Party, any portion of the Confidential Information without the prior written consent of the disclosing party, (ii) use or exploit the Confidential Information for any purpose other than as required in the performance of this Agreement, or (iii) fail to take appropriate action to protect the confidentiality of the Confidential Information received hereunder, utilizing at least the same standard of care it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party's lawful possession prior to the disclosure, or (iii) is lawfully disclosed to the receiving party by a Third-Party without restriction on disclosure. If the receiving party is required to disclose Confidential Information of the other party to satisfy any legal requirement, the receiving party may disclose the Confidential Information provided that the receiving party gives the disclosing party reasonable prior notice to contest such

order (to the extent legally permitted to do so) and that the receiving party discloses only such portions of the Confidential Information as required by such legal requirement. This Section 5 will not be deemed to limit Uniguest's rights under Section 2.b above.

6. DISCLAIMER OF WARRANTIES

- a. **Third-Party Materials.** Customer understands and acknowledges that Uniguest is not the manufacturer, supplier, publisher or publisher (referred to herein as the "Third-Party Provider") of any Third-Party Materials offered under this Agreement, and to the extent it is providing any such Third-Party Materials as part of the Products and Services, it is doing so only in a reseller capacity. As such, Uniguest will pass through to Customer, to the extent available and assignable, any such Third-Party Provider's warranties associated with the Third-Party Materials purchased from or through Uniguest, but Uniguest does not provide any additional warranties with respect to such Third-Party Materials. Except for any such warranties that may be passed through by Uniguest from such Third-Party Providers, all such Third-Party Materials are provided on an "AS-IS, AS-AVAILABLE" basis without any representations or warranties of any kind by Uniguest, expressed or implied.
- b. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, UNIGUEST EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WHETHER WRITTEN OR ORAL, INCLUDING WITH RESPECT TO THE PRODUCTS AND SERVICES, AND HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR SATISFACTORY QUALITY, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN TRADE, OR THAT THE PRODUCTS AND SERVICES WILL BE ERROR FREE OR SECURE OR THAT ANY PRODUCTS WILL OPERATE WITHOUT INTERRUPTION.

7. Limitation of Liability

In no event will Uniguest be liable under or in connection with this Agreement for lost profits or revenue, cost of substitute goods or services, or any special, consequential, reliance, incidental, exemplary, or punitive damages, however caused and under any theory of liability whether based in contract, tort (including negligence), or otherwise. The foregoing limitations shall apply regardless of whether Uniguest has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy stated herein. Uniguest's liability arising out of or relating to any Order will not exceed the total amount of Recurring Service Fees received by Uniguest from Customer under the Order within the three (3) months preceding the assertion of any claim. Any Recurring Service Fees paid annually will be prorated over such three (3) month period for purposes of determining the aggregate limitation of liability for purposes of the foregoing sentence.

8. Indemnification

- a. **Indemnity.** Subject to Sections 7 and Section 8.b, each party agrees to indemnify, defend and hold the other party and its affiliates and each of their respective officers, directors, agents, employees, successors and assigns harmless from and against any and all third-party suits, claims, liabilities, judgments, expenses (including reasonable attorneys' fees and court costs), damages, losses or injuries arising from its respective willful, reckless, or negligent act or omission. Subject to Sections 7 and Section 8.b, Uniguest agrees to indemnify, defend, and hold harmless Customer and Customer's affiliates and their respective officers, directors, agents, employees, successors and assigns from and against any third-party claim that the Products and Services infringe a copyright, trademark, United States patent, or misappropriate a trade secret of a Third-Party, except to the extent any such claim arises from the combination of any such Products and Services with any hardware, software or other technology or material not provided by Uniguest or approved for use with the Products and Services by Uniguest in writing.
- b. **Exception for Third-Party Materials.** The foregoing notwithstanding, Uniguest will not be required to provide indemnity for any Third-Party Materials provided as part of the Products and Services in excess of any indemnity actually provided to Uniguest by the applicable Third-Party Provider (provided Uniguest will take commercially reasonable efforts to pursue any such indemnity to the extent available under its agreements with such Third-Party Provider).
- c. **Procedure.** A party seeking indemnification hereunder with respect to any claim will provide prompt written notice of such claim to the indemnifying party, permit the indemnifying party to assume the defense and settlement of any such claim, and cooperate in the defense of any such claim. Notwithstanding the foregoing, no settlement that does not fully relieve the indemnified party of any liability with respect to such claim may be entered into without the written consent of the indemnified party, such consent not to be unreasonably conditioned, withheld or delayed.

9. Miscellaneous

- a. **Assignment.** This Agreement is assignable by Customer or Uniguest, and each agrees that the other would not enter into this Agreement without the absolute right to assign, provided, however, that any such assignee agrees in writing to be bound by the terms of this Agreement and provided that any assignment by Customer will not relieve Customer of its obligation to remit all amounts due hereunder in the event the Customer's assignee (or any subsequent assignee) defaults with respect to any such payment.
- b. **Publicity.** Customer agrees that Uniguest may include the name, logo, and a summary of the Products and Services provided by Uniguest to Customer on Uniguest's website, press releases, promotional and sales literature, and advertising materials.
- c. **Independent Contractor.** Uniguest is an independent contractor and nothing contained in this Agreement will be construed to create the relationship of employer/employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

- d. **Choice of Law & Venue.** This Agreement shall be governed by the laws of the state of Delaware, without reference to its conflicts of law provisions. Any dispute arising out of or relating to this Agreement will be resolved exclusively by binding arbitration to be conducted in Wilmington, Delaware in accordance with the then effective Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). Such matter will be heard by a single arbitrator. Notwithstanding the foregoing, in the event the matter in dispute involves claims in excess of \$500,000, then either party will be entitled to insist that a panel of three arbitrators rather than one decide the matter. The arbitrator(s) will be selected by mutual agreement of the parties, or if they cannot agree, in accordance with the Rules. The decision of the arbitration will be final and binding on the parties and may not be appealed except as the Rules may permit. Such decision may be enforced by any court of competent jurisdiction. The prevailing party in any such dispute will be entitled to recover its reasonable costs of arbitration, including reasonable attorneys' fees and expenses. The foregoing will not prevent either party from seeking purely injunctive relief in any court of competent jurisdiction. Further, Uniguest may bring an action to collect any payment due hereunder in any court of competent jurisdiction. In such event, Uniguest will be entitled to recover from Customer its costs of collection, including reasonable attorneys' fees and court costs. WITHOUT LIMITING THE FOREGOING, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHER, ANY LITIGATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER CUSTOMER NOR UNIGUEST MAY JOIN OR CONSOLIDATE CLAIMS IN ANY ACTION BY OR AGAINST UNIGUEST OR OTHER UNIGUEST CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- e. **Entire Agreement.** This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement or understanding between the parties, whether written or oral, relating to the subject matter hereof. The Agreement prevails over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms to Uniguest and regardless whether such Customer general terms are in addition to or different from any terms set forth herein. Fulfillment of Customer's Order by Uniguest does not constitute acceptance of any of Customer's terms and conditions by Uniguest and does not serve to modify or amend the Agreement.
- f. **Amendment.** Except as otherwise set forth herein the Agreement will only be amended by written agreement of the parties. Notwithstanding the foregoing, any Supplemental Terms attached to or referenced in these Terms may be amended by Uniguest without prior notice to and without the consent of Customer.
- g. **Order of Precedence.** To the extent of any conflict between the terms set forth herein, the terms of an Order, or the terms of any Supplemental Terms attached to or referenced in these Terms, the following order of precedence will apply: the Order (but solely with respect to such Order), these Terms, the applicable Supplemental Terms.

- h. **No Third-Party Beneficiaries.** This Agreement is solely between and for the benefit of Customer and Uniguest, and no person or entity other than the parties themselves has any rights or remedies under this Agreement.
- i. **General Warranties.** The parties warrant that the respective individuals signing the Order on behalf of the parties hereto or executing any other document acknowledging such party's acceptance of these Terms have the power and are duly authorized, pursuant to the parties' respective formative organizational documents, to bind the respective parties to this Agreement. Each party warrants that it is duly formed and existing as a legal entity and otherwise fully authorized to conduct business as a legal entity in the state in which it exists if such party is a legal entity.
- j. **Notices.** For purposes of this Agreement, any notice that may or must be delivered by one party to another shall be deemed sufficient if made in writing and sent by certified mail or overnight courier to, in the case of Customer, Customer's address as set forth on the Order, and in the case of Uniguest, as follows (or to such other address as a party may specify in the same manner):
Uniguest, Inc.
2926 Kraft Drive
Nashville, TN 37204
Attn: Chief Executive Officer
- k. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- l. **Counterparts.** An Order may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall constitute one and the same agreement. An Order may be executed by facsimile, .PDF or other electronic means, each of which will be deemed an original for all purposes.
- m. **Language.** Only the most current English version of this Agreement is binding. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English-language version shall prevail.

Schedule A - Support Services

General Terms

Uniguest will provide Support Services (which include 24x7x365 remote technical support upon Customer request and ongoing monitoring, maintenance and management of the Products and Services) in accordance with the terms of the Agreement and specifically this Schedule A, subject to Customer's satisfaction of its obligations below.

Uniguest will always use reasonable endeavors to make the Products and Services available to Customer and its users, but Uniguest cannot and does not guarantee an uninterrupted or fault free service.

Uniguest's ability to provide the Support Services may be impaired by conditions or circumstances that are beyond Uniguest's control, including, without limitation Third-Party service providers, geographic or atmospheric conditions, local physical obstructions, Software a features or functionality of Customer's hardware or systems, operating system and the number of other users logging onto Uniguest's service, server and/or network at the same time. Uniguest will take reasonable actions to minimize the disruption caused by such circumstances, but Customer acknowledges, agrees, and accepts that some such interruptions may not be avoidable and outside of Uniguest control.

The delivery of Products and some Services by Uniguest relies on the Internet, which is not controlled by Uniguest. Internet outages may result in Products and Services being temporarily unavailable. Uniguest take reasonable action to minimize the disruption caused by such circumstances, but some such interruptions may not be avoidable.

Customer and Uniguest will work together to resolve problems and utilize the most cost-effective solution to resolving issues that arise out of the scope of these policies and procedures. If something is not covered in this Schedule, both parties will work together to determine the most timely and cost-effective method to resolve it.

Support Services Detail

1. For each service call, Customer or a user shall notify Uniguest via a Uniguest-provided toll-free number, support chat service or through the Client Portal of any malfunction or error involving the Products or Services.
2. Uniguest shall have technicians available 24/7/365 by phone, Client Portal and/or online chat application. Response time is based on level of Support Services purchased.
3. If on-site services have been purchased and arranged, at the time of service call, Customer agrees that it shall have a designated staff member who will be onsite at the location where the issue was reported to remotely troubleshoot with the Uniguest technician over the phone and provide limited and reasonable non-technical assistance.
4. In the event that Customer's ISP service is determined by Uniguest to have been the cause of any service issue, Uniguest will assist Customer, via telephone or other means,

at Uniguest's discretion, in working with such ISP to resolve the problem, provided Uniguest may charge Customer a fee for such assistance.

5. Uniguest will provide service and support of the Uniguest core software, interfaces and proprietary Uniguest systems or solutions. Uniguest may provide basic support or may operate as an intermediary on behalf of customer for issues not related to Uniguest solutions, such as Internet Services, but this is not guaranteed.
6. Uniguest will use commercially reasonable efforts to investigate problems reported to it. Subject to the exceptions set forth in section 8 below, if Uniguest determines that the problem is the result of a reproducible error, defect, or malfunction in the Uniguest Products, Uniguest will make reasonable efforts to correct the problem. A Uniguest representative will provide the applicable end user with a correction, a report/determination that further research is required, or confirmation that the system works per design specifications.
7. If a reproducible error is not correctable, then a correction for the error will be incorporated in a future release or update of the Uniguest Products, if practical.
8. The following services are not covered as part of the Support Services:
 - a. Maintenance of facilities external to the Uniguest Products or Services; hardware support; questions regarding hardware installation, support or maintenance, telecommunications systems.
 - b. Integration of the Uniguest Products with non-compatible systems or software; misuse or improper use of the Uniguest Products (including without limitation any use not specifically authorized in the agreement or any related documentation).
 - c. Support for altered or modified Uniguest Products, other than that altered or modified by Uniguest and/or authorized agents of Uniguest; support for versions of the Uniguest Products that have been superseded by a new release (provided that Uniguest will continue to support superseded versions for a reasonable period, not to exceed 45 days).
 - d. Services including programming, graphic design, media encoding, training, etc.
9. Uniguest reserves the right to charge for unusual or excessive telephone support to be provided hereunder. In all cases, Uniguest will notify Customer of these costs in advance.

Supplemental Terms: Hardware and On-Premises Software

These Supplemental Terms apply to any Hardware (as defined below) sold or otherwise provided by Uniguest to Customer under an Order and to any Software installed on such Hardware:

Additional Terms.

1. Definition. **"Hardware"** means hardware, equipment, devices, accessories, and parts sold, leased, or otherwise provided by Uniguest to Customer, including firmware incorporated therein where applicable, together with all applicable Documentation.
2. Delivery and Acceptance. Uniguest shall use commercially reasonable efforts to deliver to Customer the applicable Hardware as promptly as reasonably practicable after the Effective Date in accordance with the terms of this Agreement and the applicable Order. Such Hardware will be deemed accepted by the Customer upon shipping.
3. Title to Hardware. Title to Hardware purchased from Uniguest and risk of loss with respect thereto will pass to Customer when such Hardware has been tendered to the carrier at Uniguest's designated shipping location; provided title remains with Uniguest as to any Hardware which is leased or that per the terms of the Agreement is to remain the property of Uniguest. Once shipped, Hardware may not be returned for a refund.
4. Warranty and Disclaimer. Except as to any Hardware that is expressly designated by Uniguest in writing as Proprietary, all Hardware constitutes Third-Party Material and is sold "as-is" without any warranty of any kind, express or implied, and the provisions of Section 6 of the Standard Terms and Conditions apply. As to any Proprietary Hardware, Uniguest warrants that such Proprietary Hardware will operate materially in accordance with any written specifications provided by Uniguest relating to such Proprietary Hardware for a period of 24 months from the date the Proprietary Hardware is shipped. Excluded from such warranty are Software issues, issues arising from the combination of the Proprietary Hardware with other materials or systems not provided or approved in writing by Uniguest, damage or loss to the Proprietary Hardware after risk of loss for such Proprietary Hardware has transferred to Customer, or modifications or repairs made to the Proprietary Hardware by any party not authorized by Uniguest to make such modification or repair. Customer's exclusive remedy for any breach of the foregoing Proprietary Hardware warranty will be limited to repair or replacement of the defective Proprietary Hardware (at Uniguest's sole option) or if Uniguest determines, in its sole discretion, that it is unable to repair or replace the defective Proprietary Hardware, Uniguest will issue Customer a refund of the original purchase price paid by Customer for the defective Proprietary Hardware amortized over the 2-year warranty term prorated as of the date Uniguest was first informed of the defect by Customer. Repair or replacement of any defective Proprietary Hardware will not be deemed to extend the 2-year warranty term. Any repaired or replaced Proprietary Hardware will be covered under the foregoing warranty for the duration of the warranty term applicable to the original Proprietary Hardware that was repaired or replaced. Subject to the foregoing limited warranty for Proprietary Hardware, and for the avoidance of doubt, the

disclaimer set forth in Section 6.b of the Standard Terms and Conditions also applies to Proprietary Hardware.

5. **Replacement Costs.** Customer agrees to be liable and responsible for any loss, damage, or destruction of Hardware from the time risk of loss passes to Customer as set forth above and, if returned to Uniguest, until such time as it is received back by Uniguest at its facility. Should any such loss, damage or destruction occur at any time during the term of this Agreement, Customer shall bear all costs of replacement of the affected Hardware. Cost of replacement shall be deemed to be the then current price for such Hardware, as applicable (or repair if repairable and less than the replacement cost), together with applicable shipping costs and taxes.
6. **Site Readiness.** Where applicable, Customer shall provide a suitable and secure environment and necessary furniture and fixtures. This may include, as applicable, wired high-speed Internet access, electricity, HVAC, private IP addresses and other necessary and/or appropriate utilities and fixtures. Uniguest is not responsible for any fault, malfunction, or loss of service due to any such utility or fixture.
7. **Schedules.** Unless expressly agreed otherwise in the applicable Order, any delivery date provide with respect to any Hardware is an estimate only.
8. **Shipping Fees and Taxes.** Customer is obligated to pay for all applicable shipping fees and taxes whether not set forth on the applicable Order.
9. **On-Premises Software.**
 - a. Any Software installed on any Hardware is licensed solely for use with that particular Hardware and may not be transferred to any other hardware or system without the prior written authorization of Uniguest. Uniguest may charge a fee for such transfer authorization. Any Hardware that is replaced may require new licenses to Software.
 - b. Software operating on Hardware provided by Uniguest may remotely ping a Uniguest-designated server in order to facilitate remote updates to such Software and Uniguest's ability to monitor Customer's use of such Software to ensure Customer's compliance with the terms of this Agreement and/or for Uniguest to exercise its express rights under the Agreement.
 - c. Notwithstanding the fact that any such Software has been installed on Hardware sold or otherwise provided to Customer, such Software remains the exclusive property of Uniguest and/or its Third-Party licensors, and the provisions of Sections 2.b-m of the Standard Terms and Conditions apply equally to such Software.
 - d. To the extent Customer fails to pay any Recurring Fees attributable to Customer's right to use such Software or the maintenance or support thereof, Uniguest may immediately and without prior notice remotely deactivate such Software (which may disable the associated Hardware) until such time as Customer's account is made current.
 - e. Software may be remotely updated by Uniguest. In the event that such remote update is ineffective or abnormally slowed, and Uniguest reasonably determines that the cause is an issue with the age of Customer's Hardware or other

circumstances outside Uniguest's control, then Uniguest shall so notify Customer, and Uniguest may discontinue the provision of Support Services until the parties agree on new fees to be paid as a result of the increased effort required to maintain such Hardware.

- f. To receive Support Services, Customer must be operating on the most recent version of the applicable Software.

10. Microsoft Rental Rights Licenses. The terms in this clause apply only to Hardware operating Microsoft Windows desktop operating systems or Microsoft Office software. A rental rights license is required by Microsoft when organizations, as part of their businesses, rent, lease, or loan PCs with licensed, qualifying versions of Windows desktop operating systems or Microsoft Office software to third parties. Examples of these organizations include Internet cafés, hotels and airport kiosks, business service centers, and office equipment leasing companies (even when Hardware is accessible by guests free of charge). Rental rights modify the use rights of the underlying Microsoft licenses to allow renting or leasing of the software, which is generally prohibited under the standard license terms for those products. Rental rights are user rights only and do not replace the underlying Microsoft product licenses. Rental rights licenses are good for the life of the Hardware in question and are non-transferrable. Without limiting the foregoing, Microsoft's Agreement for leasing or renting certain Microsoft Software Products applies to any such systems (a copy of which is available at: https://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Agreement_for_leasing_or_renting_certain_Microsoft_Software_Products.pdf).

Supplemental Terms: Services

These Supplemental Terms apply to any Services provided by Uniguest to Customer under an Order:

Additional Terms.

1. **Quality.** Services will be provided by Uniguest in a professional manner by competent and trained professionals in accordance with the terms of this Agreement and the applicable Order. Customer's exclusive remedy for any failure of the Services to conform to the foregoing will be reperformance of the non-conforming Services at no additional cost to Customer.
2. **Schedules.** Unless expressly agreed otherwise in the applicable Order, any delivery schedule associated with the Services is an estimate only.
3. **Customer Cooperation.** Delivery of Services is also conditioned on Customer's reasonable cooperation and its provision of any personnel, facilities, equipment, data, materials or contributions to be provided by Customer pursuant to the Agreement. Uniguest will not be responsible for any errors or delays resulting from any failure on the part of Customer to provide any such cooperation.
4. **On-Site Services.** The terms in this clause 4 apply only to the extent Uniguest has agreed pursuant to the applicable Order to provide any Services on site. Customer agrees to provide a safe and suitable working environment for Customer's personnel to provide the Services. Customer also agrees to pay Uniguest's personnel(s)' reasonable travel expenses for on-site Services, if any. For purposes of this Agreement, travel expenses shall include without limitation, airfare, hotel, rental vehicles, mileage, tolls, dining, parking fees, taxi fare, and incidental expenses, as well as any additional travel and labor expenses that may be incurred as a result of unforeseen circumstances including but not limited to: last-minute cancellation of travel to Customer's facilities, bad weather, cancelled flights, and failure of 3rd parties to perform as scheduled. Uniguest will make every reasonable effort to minimize travel expenses, including lodging employees at Customer's locations (where applicable and if requested), using any discounts Customer has for nearby hotels, and sharing the cost of airfare among multiple customers if a trip to Customer locations can be combined with trips to nearby locations of other customers.

Supplemental Terms: Customer Content

These Supplemental Terms apply to any Customer Content (as defined below):

Additional Terms.

1. **Customer Content.** "Customer Content" means any information, data, text, graphics, photographs, video, or other digital media uploaded to, incorporated in, and/or distributed by or on behalf of Customer via any Product or Service. Customer Content includes any of the foregoing owned by a Third-Party that Customer uploads or distributes (or that is uploaded or distributed on its behalf or pursuant to its instructions) via any Product or Service, including, without limitation, any content concerning or generated or uploaded by any of Customer's guests, residents, customers, employees or agents (and including any personal information regarding any such person).
2. **Ownership of Customer Content.** Uniguest does not claim ownership or intellectual property rights of any Customer Content. When Customer uploads Customer Content to or uses any Product or Service to store, host, transmit, distribute, modify or display any Customer Content, Customer hereby grants to Uniguest (and represents and warrants to Uniguest that it has all necessary rights to grant) a non-exclusive, royalty-free, transferable, sub-licensable, license to store, transmit, host, distribute, modify or display that Customer Content in accordance with the purposes of the applicable Product or Service or as otherwise necessary to provide such applicable Products or Services. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to the use of Customer Content.
3. **Non-Infringement.** By uploading Customer Content, Customer represents and warrants to Uniguest that Customer has all legally required and appropriate licenses, rights and permissions to use, share and distribute such Customer Content. Uniguest accepts no responsibility or liability for the misrepresentation, misuse, theft, unlawful use or exploitation of content, intellectual property, trademarks or personal data Customer may upload or access through the Cloud Software. Without limiting Customer's general indemnity obligations under the Terms, Customer shall indemnify, defend and hold harmless, at its sole expense, Uniguest, its subsidiaries and affiliates and their respective directors, officers, employees, agents, shareholders, partners, members and other owners from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) that are based in whole or in part on breach of laws pertaining to the Customer Content itself or use thereof with the Products and Services.
4. **Damages Waiver.** Uniguest accepts no liability or responsibility for any damage caused, be it indirect, special, incidental or consequential damages (including but not limited to damages for loss of business, loss of profits, interruption or the like) by Customer uploading, hosting or distribution of Customer Content through any Product or Service.
5. **Security.** Uniguest shall make reasonable commercial efforts to secure, protect, and maintain the integrity of the Customer Content. Customer and its users are responsible for maintaining the confidentiality of all usernames and passwords required to access

and use any Product or Service where Customer Content may be uploaded, stored or accessed. If the confidentiality of such usernames or passwords are compromised, Customer shall promptly notify Uniguest.

6. **Data Storage/Transmission Limits.** Data storage fees may apply if Customer exceeds any default storage limits applicable to any Product or Service storing any Customer Content. Customer will be informed if this occurs and provided with options to increase its available data storage. Uniguest also reserves the right to impose limits on the data transmission rates to and from the applicable Products or Services. If limits are exceeded, Uniguest will provide remedial recommendations to Customer.
7. **Customer Content Standards.** All Customer Content shall comply with the following standards, and with all applicable federal, state, local, and international laws and regulations. Customer represents, warrants, and agrees as follows:
 - i. Customer owns or has secured all intellectual property rights necessary for Customer's use of the Customer Content with the applicable Products and Services as intended.
 - ii. Customer's use of Customer Content with the applicable Products and Services, and the Customer Content itself, does not and will not infringe any patent, trademark, trade secret, copyright, other intellectual property rights, or other legal rights of any other person.
 - iii. The Customer Content does not and will not contain any content or material that is unlawful, threatening, harassing, profane, obscene, indecent, abusive, tortuous, defamatory, libelous, deceptive, fraudulent, or that violates a person's privacy, or publicity rights.
 - iv. The Customer Content does not and will not promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - v. The Customer Content will not promote or assist in any illegal or unlawful acts; and
 - vi. The Customer Content does not and will not contain a software virus or other harmful component.
8. **Personal Data.** To the extent any Customer Content includes personal data (as defined under applicable data protection laws such as the UK GDPR, EU GDPR, or other global regulations), Customer acknowledges that it is the data controller and Uniguest acts as a data processor. The parties agree to enter into a Data Processing Agreement (DPA) as required by applicable law prior to Uniguest processing such data. Uniguest shall process personal data only on Customer's documented instructions, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, and otherwise comply with its legal obligations as a processor under applicable data protection laws.
9. **HIPAA.** If any Customer Content constitutes protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, the parties may be required to execute a Business Associate Agreement. If applicable, Uniguest and Customer agree to comply with the provisions of any such Business Associate Agreement executed by the parties in connection with this Agreement. In the event of a conflict between any such Business

Associate Agreement and any provision of this Agreement, the terms of the Business Associate Agreement shall control solely with respect to the subject matter thereof, except that any limitations of liability set forth in this Agreement will control notwithstanding any conflicting language set forth in such Business Associate Agreement. Customer shall not send any PHI to Uniguest without first obtaining its prior written consent.

10. International Data Transfer. Where personal data is transferred from the UK, EU, or other jurisdictions with data transfer restrictions to a country outside of that jurisdiction, Uniguest ensures that region appropriate safeguards are in place to protect such data.
11. Third-Party Media Insertion. For purposes of this Agreement, Customer Content also includes any Third-Party digital or analog content that is encoded and inserted into and distributed or displayed via any Product or Service at the request of Customer except where Uniguest provides Customer with a license to such content (in which case such content is not considered Customer Content). Customer is solely responsible for coordinating with its cable or other content provider regarding any such insertion of Customer Content. Uniguest is not responsible for the cost or performance of any such work by such provider, does not warrant such work or any equipment or software provided by such provider, and is not responsible for any loss of picture quality or functionality in the event that the provider uses equipment or software that is incompatible with the Products or Services.
12. Data Retention. Customer Content will be retained for a period of thirty (30) days following the termination of the Agreement or applicable Order, during which period Customer may make arrangements to export all relevant Customer Content. Uniguest may assist in the retrieval and export of such Customer Content.
13. Subject to payment of its standard fees for professional services. After such 30-day period has elapsed, Uniguest reserves the right to permanently delete all such Customer Content.