

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT

1. **General; Definitions.** Hospitality Integrated Services will provide services under the terms of the Agreement, this Service Exhibit, a Service Order and/or Statement of Work (“SOW”).

“BCD” or “Billing Commencement Date” means the date on which Hospitality Integrated Services begins billing for a Service, as further defined in Billing Section 3.2.

“Service” means the service provided by Hospitality Integrated Services and/or its affiliates and/or their licensors and contractors as set forth on the Service Order or SOW.

“Service Guide” (or “SG”) means the product-specific Service guide that includes technical specifications which can be found at <http://www.hospitalityintegratedservices.com/legal>, which Hospitality Integrated Services may modify from time to time, effective upon posting on the Web site.

“Service Order” means a service order requested submitted on a form issued by Hospitality Integrated Services and signed by Customer that includes the type and details of the specific Services ordered by Customer.

“Service Schedule” means those service descriptions providing additional terms pursuant to which Hospitality Integrated Services will provide and Customer shall purchase the Services described therein. The applicable Service Schedules are included in this Service Exhibit.

“SLA” or “SLA Attachment” means the service level agreement applicable to each individual Service, if any, which provides Customer’s sole and exclusive remedies for any Service quality or performance deficiencies or failures of any kind (e.g., uptime, latency). To clarify, such sole and exclusive SLA remedies shall not apply to breaches of unrelated obligations under the Agreement such as infringement, confidentiality, etc. Hospitality Integrated Services may modify SLAs during a renewal term upon 60 days’ notice.
2. **Term.** Services have a minimum term which begins on the BCD and continues for the period set forth in the relevant Service Order or SOW (“Initial Service Term”), at the conclusion of which the Service will automatically renew for successive periods equal to 12 months, unless terminated by either party in writing at least 60 days prior to the expiration of the then-current Service Term. The Initial Service Term and any renewal terms are collectively referred to as the “Service Term”.
3. **Rates; Billing.**
 - 3.1. **Rates.** Customer will pay all applicable rates and fees set forth in the relevant Service Order and/or SOW. Notwithstanding any other provision to the contrary and not more than once per calendar year, Hospitality Integrated Services may increase the charges applicable to any Service provided hereunder in an amount not to exceed “All Items Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City Average”. Such increase shall be effective upon the date set forth in Hospitality Integrated Services’s written notice thereof to Customer. Hospitality Integrated Services may otherwise increase applicable charges as set forth on a particular Service Order or upon prior written notice during any automatic renewal term.
 - 3.2. **Billing.** The BCD for the Service is the earlier of (i) the date on which Customer uses (except during the Acceptance Period) the Service or (ii) the date Hospitality Integrated Services notifies the Customer in writing that the initial installation or a usable part thereof (such as a data circuit between two points or an individual data center installation on a multi-data center project) is complete. For Professional Services in a SOW, the BCD shall be the date Hospitality Integrated Services begins performing the Services or as specified in the SOW.

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Customer shall have three business days after such use or notification to notify Hospitality Integrated Services of any deficiency (“Acceptance Period”). Such notice shall include a written description that specifically demonstrates the deficiency in Service to the reasonable satisfaction of Hospitality Integrated Services. The Service shall be deemed accepted unless Customer provides Hospitality Integrated Services with notice to the contrary during the Acceptance Period. Upon timely notice to Hospitality Integrated Services of a deficiency, Hospitality Integrated Services will remedy the Service deficiency and provide Customer notification of such remedy at which time a new Acceptance Period shall begin, and Hospitality Integrated Services will delay billing until accepted in accordance with this provision. Notwithstanding anything to the contrary in the Agreement, if Hospitality Integrated Services partially installs or activates a Service, Hospitality Integrated Services reserves the right to commence billing for such Service on a pro rata basis.

4. **Compliance and Security.** Each party shall comply with all laws and regulations applicable to the provision (in the case of Hospitality Integrated Services) and use (in the case of Customer) of the Services provided hereunder. Hospitality Integrated Services has adopted and implemented and shall maintain throughout the Term a corporate information security program designed to comply with applicable laws and protect Customer’s information, materials, and data (“Customer Data”) from loss, misuse, and unauthorized access or disclosure. Such program includes annual employee security awareness training and formal information security policies and/or procedures. The Hospitality Integrated Services Customer Data stored or transmitted via the Service complies with all applicable laws and reasonable information security practices, including without limitation those relating to the encryption of data. As of the Effective Date, Hospitality Integrated Services has completed an AICPA sanctioned Type II audit report (i.e., SSAE16/ISAAE3402 SOC 1 or AT-101 SOC 2) in certain data centers and intends to continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report, which is Hospitality Integrated Services Confidential Information. Customer may make such report available to its End Users subject to confidentiality terms provided by Hospitality Integrated Services.
5. **Use of Service.** Customer and its End Users will not use or access the Services or any data center in a manner that materially interferes with or harms the Hospitality Integrated Services infrastructure or any third parties; or is tortious or violates any third party right. Hospitality Integrated Services may suspend the affected Service in the event Customer violates the preceding sentence. Hospitality Integrated Services will attempt to notify Customer in writing prior to suspending Service; provided, however, Hospitality Integrated Services may suspend Service without notice if Hospitality Integrated Services becomes aware of a violation of any applicable law or regulation or of activity that exposes Hospitality Integrated Services customer’s network or property to harm as identified in the Hospitality Integrated Services AUP. Customer agrees to defend, indemnify and hold Hospitality Integrated Services harmless from third party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney’s fees arising from non-compliance with this section.
6. **Termination.** Either party may terminate this Service Exhibit or affected Services (i) upon 30 days’ prior written notice for Cause; or (ii) in accordance with any other express term contained in the Agreement. If Customer terminates an ordered Service prior to its BCD, Customer will pay a Cancellation Charge equal to one month’s projected MRC, plus all out-of-pocket costs incurred by or imposed on Hospitality Integrated Services (e.g., ordered equipment, licenses, carrier termination charges). If the Service or this Agreement is terminated either by Hospitality

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Integrated Services for Cause or by Customer for Convenience prior to the conclusion of the applicable Service Term, then Customer shall be liable for a Cancellation Charge equal to: (a) unless otherwise set forth on a Service Order, 50% of the then current MRC for the affected Services multiplied by the number of months remaining in the Service Term; (b) Service charges accrued but unpaid as of the termination date; (c) any NRC discount or waiver granted by Hospitality Integrated Services, and (d) any out-of-pocket costs incurred by or imposed upon Hospitality Integrated Services (e.g., ordered equipment, licenses, carrier termination charges). If a particular Service is terminated upon which another service is dependent, all such dependent services shall be deemed to be terminated as well.

7. **Intellectual Property.** Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property of other proprietary rights held by either party or its licensors. Hospitality Integrated Services's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.
8. **Equipment.** If the Service includes access to or the use of Hospitality Integrated Services-provided equipment ("Hospitality Integrated Services Equipment"), Customer: (a) will not assert any ownership interest whatsoever in the Hospitality Integrated Services Equipment; (b) will keep the Hospitality Integrated Services Equipment free and clear from all liens, claims and encumbrances; (c) shall protect and use all Hospitality Integrated Services Equipment in accordance with the Agreement; and (d) will cooperate with Hospitality Integrated Services to allow installation, maintenance and, upon termination, removal of the Hospitality Integrated Services Equipment. Unless otherwise set forth in the application SG or Service Order, Customer is responsible for selecting, supplying, installing and maintaining any equipment used in connection with the Service and not provided by Hospitality Integrated Services ("Customer Equipment") including any related applications, systems, or software.
9. **No Transfer of Undertakings.** Hospitality Integrated Services and Customer agree that the provision and subsequent expiry, cancellation or termination of the Services are not intended to be transfers of undertakings within the meaning of the Transfer of Undertaking (Protection of Employment) Regulations 2006 and related legislation ("TUPE"), and consequently there will be no transfer of employees between Customer and Hospitality Integrated Services (or any other subsequent server provider of Customer) as a result of the operation of this Agreement. Notwithstanding the above, Customer shall indemnify and hold Hospitality Integrated Services harmless for any losses, claims, liabilities, awards, damages, costs and expenses (including any fines, legal expenses and costs of settlement) Hospitality Integrated Services may incur through the operation of TUPE in connection with this Agreement. This provision applies only to Services delivered by Hospitality Integrated Services in the United Kingdom.
10. **Maintenance.** Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and provide reasonable access and assistance as necessary to allow such maintenance or repair.

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11. **Notice.** Any notices for Customer's Service disconnect, termination or non-renewal under this Service Exhibit must be mailed to Hospitality Integrated Services at the following address:

Hospitality Integrated Services

106 N. Lookout Pt.

Payson, AZ 85541

United States

Attn: All Disconnects

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: COLOCATION SERVICES

1. Definitions.

“Hospitality Integrated Services Premises” means any Hospitality Integrated Services data center or other Hospitality Integrated Services facility.

“Customer Area” means the space within a Hospitality Integrated Services Premises specifically identified as available to Customer for the placement and operation of Customer Equipment.

2. Notwithstanding anything to the contrary in the Agreement, Hospitality Integrated Services may increase the rates associated with existing Colocation Service at any time after twelve months of the initial installation date for such Service in order to pass through increases in such Services’ underlying power facility costs and such increase shall be effective upon the date set forth in Hospitality Integrated Services’s written notice thereof to Customer.
3. Customer or Customer’s employees, agents, contractors, or End Users who access any Hospitality Integrated Services Premises on Customer’s behalf (“Authorized Representative”) must be designed in writing. Customer, its Authorized Representatives and all Customer Equipment and any related materials used in connection with the Service shall comply with all Hospitality Integrated Services data centers operating policies (including the “Hospitality Integrated Services Customer Handbook and Information Guide” (“Customer Guide”)), a current copy of which is located on <http://www.hospitalityintegratedservices.com> and which Hospitality Integrated Services may change from time to time. If Hospitality Integrated Services reasonably believes that Customer is not complying with this section, Hospitality Integrated Services will notify Customer thereof and Customer shall remedy such non-compliance with 5 days of receiving such notice. If Customer fails to remedy such non-compliance within such period, then, notwithstanding any other rights in the Agreement, Hospitality Integrated Services may immediately (i) suspend the Service and/or restrict Customer’s access to the Hospitality Integrated Services Premises for so long as deemed reasonably necessary by Hospitality Integrated Services or (ii) terminate the affected Service if such non-compliance is recurring. Hospitality Integrated Services may likewise restrict access to the Hospitality Integrated Services Premises if Customer fails to timely cure any breach of the Agreement.
4. Subject to the rest of this section, Hospitality Integrated Services may enter the Customer Area and/or access Customer Equipment only to the extent necessary to provide a Service or otherwise exercise its rights under the Agreement. If Customer Equipment needs to be moved to another area within the same Hospitality Integrated Services Premises or to another Hospitality Integrated Services Premises due to either Customer’s requirements for additional space or Hospitality Integrated Services’s reasonable business needs, the parties will cooperate to complete and minimize the impact of the relocation. Hospitality Integrated Services may temporarily store Customer Equipment pending its installation at a Hospitality Integrated Services Premises (“Equipment Storage”). If Equipment Storage continues for more than 30 days, Hospitality Integrated Services may return, at Customer’s expense, the Customer Equipment. The risk of loss or damage for any Customer Equipment presents any material risk of harm to Hospitality Integrated Services, its employees, agents, contractors, or customers, or the Hospitality Integrated Services Premises, Customer shall take prompt action to eliminate such risk. If Customer fails to do so or if there is risk of material and imminent harm, Hospitality Integrated Services may, without prior notice or liability to Customer, take appropriate action itself, including accessing the Customer Area. Customer, its Authorized Representatives and Customer Equipment will not cause personal; injury or property damage at a Hospitality

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Integrated Services Premise.

5. Customer shall within five days of the end of the Service Term: (a) remove all Customer Equipment and any other Customer property (“Customer Materials”) from the Hospitality Integrated Services Premises; and (b) return the Customer Area to Hospitality Integrated Services in the same condition as it was on the BCD, normal wear and tear excepted. If Customer fails to return the Customer Area to Hospitality Integrated Services in the same condition it was on the BCD, normal wear and tear accepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Service Term, Hospitality Integrated Services may remove any Customer Materials (without liability) and, at Customer’s expense, either: (a) store it until Customer remits all amounts owed (including storage expenses) or (b) ship such Customer Materials FOB Origin to Customer at Customer’s last address of record.

6. **Network Connectivity.**
 - 6.1. **Hosting Network Infrastructure.** The Colocation network infrastructure provides connectivity from Customer’s environments to the available networks within each facility, including the Hospitality Integrated Services backbone(s), and other Colocation customers or Alternate Carrier Network Connections. With valid orders, Customer is permitted to interconnect to other customers or alternate carriers as described; however, all connections from Customer environment to any other customer or any network infrastructure must be performed by Hospitality Integrated Services.
 - 6.1.1. **Alternate Carrier Network Connection.** An Alternate Carrier Network Connection is a connection to a non-Hospitality Integrated Services network. Depending on the particular data center’s configuration. Alternate Carrier Network Connections can be made at either the data center’s carriers’ premises Customer is encouraged to inform its Hospitality Integrated Services sales representative or the data center manager so that Hospitality Integrated Services may inform such carrier of potential demand for carrier’s services which may lead to a Hospitality Integrated Services agreement with such carrier to establish a presence at the data center.

7. This is a service agreement and does not constitute a lease of any real property or create any tenant or other real property rights. Customer has been granted only a license to occupy the Customer Area and use the Hospitality Integrated Services Premises and any Hospitality Integrated Services Equipment in accordance with the Agreement and agrees that this Service Schedule, to the extent it involves the use of space leased by Hospitality Integrated Services, shall be subordinate to any lease between Hospitality Integrated Services and its landlord(s). Customer hereby waives and release any claims that it may have against the landlord(s) under any lease by Hospitality Integrated Services with respect to any Customer Equipment or property located in the Hospitality Integrated Services Premises demised to Hospitality Integrated Services by such landlord(s). If the Hospitality Integrated Services Premises becomes the subject of a taking by eminent domain by any authority having such power, Hospitality Integrated Services shall have the right to terminate any or all of the affected Services without liability; provided, however, that Hospitality Integrated Services will use commercially reasonable efforts to move Customer to another, comparable Hospitality Integrated Services Premises prior to exercising such termination right. Hospitality Integrated Services shall have the right to terminate any or all of the Services without liability of any kind

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: COLOCATION SERVICES

on the earlier of (i) the expiration of or earlier termination of Hospitality Integrated Services's underlying lease for the Hospitality Integrated Services Premises, or (ii) expiration of earlier termination of this Service Schedule. The parties agree that any renewal of the Services shall be contingent on the election by Hospitality Integrated Services, in its sole discretion, to continue to own a lease the Hospitality Integrated Services Premises.

8. **Insurance.** As a condition to providing Customer with physical access to the Data Centers and/or the placement of Customer Equipment within the Data Center, Customer will at all times during the term of this Agreement, and at its own cost and expense, carry and maintain the following insurance coverage with insurers having a minimum "Best's" rating of A VII (A-7), provided however, if local and/or regional laws stipulate higher values than those defined herein, then Customer must comply with the applicable higher values as required by law:
- (a) "All Risk" Property insurance covering all Customer Equipment located in the Hospitality Integrated Services Premises in an amount not less than its full replacement cost;
 - (b) Commercial General Liability insurance covering claims for bodily injury, death, personal injury, or property damage (including loss of use) occurring or arising out of the license, use or occupancy of the Data Center by Customer, including coverage for premises-operation, products/completed operations, and contractual liability with respect to the liability with respect to the liability assumed by Customer hereunder. The limits of insurance will not be less than: (i) Each Occurrence - \$2,000,000, or local currency equivalent; (ii) General Aggregate - \$4,000,000, or local currency equivalent; (iii) Products/Completed Operations - \$2,000,000, or local currency equivalent; and (iv) Personal & Advertising Injury - \$2,000,000, or local currency equivalent;
 - (c) In the US, Workers' Compensation insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto the Hospitality Integrated Services Premises, even if not required by statute. Employers' Liability insurance with limits of not less than \$1,000,000 USD, or local currency equivalent; and
 - (d) In the US, Comprehensive Automobile Liability insurance covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage; and internationally, Automobile Liability insurance as required by law, covering the ownership, operation, and maintenance of all owned, non-owned, and hired motor vehicles used in connection with this Agreement.
9. **Marketing.** Notwithstanding anything to the contrary elsewhere in the Agreement, Customer agrees that (i) Hospitality Integrated Services has the right to use Customer's name, trademarks, or other proprietary identifying symbol for its marketing communications activities and (ii) Hospitality Integrated Services may issue a mutually acceptable press release (approval of which shall not be unreasonably withheld) announcing Customer's selection of expansion with Hospitality Integrated Services as its provider of colocation services.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: HOSTING SERVICES

1. If a particular Service does not require “installation”, the BCD will be the date on which Hospitality Integrated Services begins providing such Service.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: NETWORK SERVICES

1. Hospitality Integrated Services Equipment. If any Hospitality Integrated Services Equipment will be located at a Customer premises or other non-Hospitality Integrated Services location or facility (“Customer Site”), Customer agrees: (a) that it has and shall maintain all rights, authorizations and consents necessary to enable Hospitality Integrated Services to install, operate and maintain the Hospitality Integrated Services Equipment and Services at the Customer Sites; (b) that it shall, at its expense, provide secure, suitable space and environmental conditions, including power supply, at the Customer Sites as necessary for the installation, operation and maintenance of the Hospitality Integrated Services Equipment and Service; (c) that it shall not, and shall not permit others to, move, configure, tamper with, modify, restrict access to, or attempt to repair the Services, Hospitality Integrated Services Equipment or network or interfere with the maintenance thereof; (d) that it bears the entire risk of loss, theft, destruction, or damage to the Hospitality Integrated Services Equipment at Customer Sites, not otherwise caused by negligent acts of Hospitality Integrated Services.

2. Local Access. If local access is ordered in connection with the Service, Hospitality Integrated Services will order and administer such local access on Customer’s behalf from the local access provider of Hospitality Integrated Services’s choice. Hospitality Integrated Services reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all such local access and for any costs (including early termination fees) associated with such local access.

Local access will extend to the termination point of the local loop and the applicable Service Address (“Termination Point”) but will not include Customer Equipment, Extended Wiring, inside wiring, or other equipment not maintained by Hospitality Integrated Services at a Service Address. Any additional provisions required to connect the Termination Point to the Demarcation Point are the sole responsibility of Customer.

Customer is responsible for any Construction Charges and Extended Wiring Charges, as defined below.

3. Definitions.

“Construction Charges” mean costs and other expenses that Hospitality Integrated Services may incur in constructing facilities to extend Service to a Demarcation Point not covered by Extended Wiring, or other activities that may cause Hospitality Integrated Services to incur expenses in connection with provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service).

“Demarcation Point” means the physical interface between the Service and Customer’s telecommunications equipment.

“Extended Wiring” means additional wiring required to be installed at a Service Address where Customer requests a Demarcation Point beyond the existing Termination Point of the local loop at the Service Address.

“Extended Wiring Charges” means additional wiring required to be installed at a Service Address where Customer request a Demarcation Point beyond the existing Termination Point of the local loop at the Service Address.

“Service Address” means the building where Customer receives the Service.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: SECURITY SERVICES

- 1.** Customer acknowledges that the Services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Each Service is subject to limitations in its scope or performance, as may be more fully set forth in the applicable SG. Security services already provided by Hospitality Integrated Services under a separate Service Exhibit are governed solely by the terms of such Service Exhibit.
- 2.** Customer should consider any particular Service as just one tool to be used as part of an overall strategy and not a guarantee of security.
- 3.** Non-standard installations (as identified by Hospitality Integrated Services in its reasonable opinion), may require extended provisioning intervals and/or additional costs.
- 4.** Customer shall submit a sufficiently detailed description of any test plan to Hospitality Integrated Services in advance. The test plan must adhere to any applicable testing standards or procedures provided by Hospitality Integrated Services. Hospitality Integrated Services may modify the test plan in its reasonable discretion and may require the execution of additional contractual documents prior to testing. Hospitality Integrated Services will not respond to any security-related alarms during a scheduled testing period. Hospitality Integrated Services will have no responsibility whatsoever for any loss or outages during a Customer test, including any otherwise available service credits. Customer agrees that neither it nor its agents will engage in any destructive or otherwise harmful testing.
- 5.** Customer represents that Customer is not (a) located in, under the control of, or a national or resident of any country or territory to which export is prohibited under the laws of any country in which Hospitality Integrated Services operates, or (b) on the U.S. Treasury Department List of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: PROFESSIONAL SERVICES

1. Professional services purchased hereunder shall be more specifically identified in one or more SOWs executed by Customer, each of which is incorporated herein by reference. This Service Schedule applies solely to professional services to be performed by Hospitality Integrated Services; all other professional services provided by other Hospitality Integrated Services affiliates are available under a separate Service Exhibit.
2. The termination of any professional services will not affect Customer's obligations to pay for other Services. If Customer terminates all or part of a SOW prior to its BCD, Customer agrees to pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by Hospitality Integrated Services. If a SOW or a part thereof is terminated either by Hospitality Integrated Services for cause or by Customer for any reason other than cause after the BCD but prior to completion of the Professional Services under such SOW, then Customer shall be liable for: (a) an early termination charge equal to 50% if the NRC and MRC for any Tasks, as defined in the SOW, not yet completed by Hospitality Integrated Services as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon Hospitality Integrated Services (e.g., ordered equipment, licenses, carrier termination charges).
3. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the term of the SOW.
4. Except for the rights expressly granted in this Service Schedule, nothing herein or in any SOW shall transfer to Customer any Hospitality Integrated Services Technology, and all right, title and interest in and to Hospitality Integrated Services Technology will remain solely with Hospitality Integrated Services, its affiliates and their licensors. Notwithstanding anything to the contrary herein, Hospitality Integrated Services will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Hospitality Integrated Services.
5. Effective at the time Hospitality Integrated Services received full and final payment for a Deliverable (as defined in the applicable SOW), Hospitality Integrated Services: (a) assigns to Customer all right, title and interest Hospitality Integrated Services may possess, including all intellectual property rights, in such Deliverable provided by Hospitality Integrated Services to Customer pursuant to the applicable SOW, excluding any Hospitality Integrated Services Technology; and (b) grants to Customer a non-exclusive, non-transferrable, royalty free license to use the Hospitality Integrated Services Technology incorporated into the Deliverable solely and exclusively as incorporated into and made part of the Deliverable as a whole. To the extent Customer, its employees or contractors participate in the creation of Hospitality Integrated Services Technology, Customer, on behalf of itself, its employees and contractors, hereby assigns to Hospitality Integrated Services all right, title and interest, including all intellectual property rights, in and to such creation. Customer will obtain assignments from its employees and contractors as necessary to

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: PROFESSIONAL SERVICES

comply with this section. Customer acknowledges that Hospitality Integrated Services grants no other rights of license (including implied licenses or the right o sub-license) other than the express rights granted herein.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: DIGITAL CONTENT SERVICES

1. Customer will pay all applicable charges set forth in the relevant Service Order.
2. If local access is ordered in connection with the Service, Hospitality Integrated Services will order and administer such local access on Customer's behalf from the local access provider of Hospitality Integrated Services choice. Hospitality Integrated Services reserves the right to change the local access provider in its sole and reasonable discretion. If Customer acquires its own local access for use with the Service, Customer is solely responsible for coordination of all such local access and for any costs (including early termination fees) associated with such local access.
3. Customer represents and warrants that any data it transmits using the Service will comply with all applicable laws and that it has and will maintain all necessary rights and authorizations associated with such data. Customer shall be solely responsible for any network connectivity used in connection with a Service which is not provided by Hospitality Integrated Services. Customer will retain a security copy of any data transmitted, accessed, or stored via a Service until confirmation that the intended recipient received the data or that the data was successfully transmitted and stored. If the Service includes the scheduled deletion or expunging of data or files after a period of time set forth in the applicable SG, Customer hereby releases Hospitality Integrated Services from any liability for such deletion or expunging of data. If Hospitality Integrated Services provides Customer with access to an online administrative tool or portal in connection with the Service, Customer agrees to use such tool solely as necessary to administer the Service.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: CLOUD SERVICES

The services covered by this Service Schedule are the Hospitality Integrated Services Cloud services provided by Hospitality Integrated Services to Customer from time to time (collectively, "Cloud Services" or "Services") and included on <http://cloud.hospitalityintegratedservices.com/> the (the "Website") and the Client Management section of the Website (the "Control portal"). The parties acknowledge and agree that all Cloud Services provided pursuant to this Service Schedule are provided by Hospitality Integrated Services.

Notwithstanding anything to the contrary, the following terms shall supplement the terms set forth elsewhere in the Agreement (including this Service Schedule) and in the event of a direct conflict with such terms, the term set forth herein shall govern with respect to the Cloud Services.

1. Additional Definitions:

"API" means a Hospitality Integrated Services provided Application Programming Interface.

"Cloud Term Commit" means a minimum term commit greater than one (1) month *and* a minimum monthly revenue commit ("MMRC"). Any applicable Cloud Term Commit shall be expressly documented in a Service Order. Customers may add/modify/disconnect individual Cloud Services at any time at will so long as the MMRC is met.

"Content" means Customer information or data that is stored, processed or transmitted through Customer's use of the Cloud Services.

"Managed Services" means certain usage based managed operating systems and/or managed applications, including web, middleware, database applications, that a Customer may elect to purchase via a Service Order.

"Service Order" means either: a service order request submitted on a form issued by Hospitality Integrated Services and signed by Customer or the online order that Customer submits to Hospitality Integrated Services via the Control portal that includes the type and details of the specific Services ordered by Customer.

"Service Term Commit" means certain Cloud Services purchased by Customer with 1) an applicable service term designated on the applicable Service Order; and 2) a monthly recurring charge. No MMRC applies; provided however, early termination charges apply to any reductions of disconnections of Cloud Services subject to a Service Term Commit.

2. Control portal. Customer may access the Services via an API or the Control portal. Hospitality Integrated Services may modify the Control portal or the APIs or may transition to new APIs at any time. Customer's use of the Control portal and/or APIs are governed by this Agreement.

3. Charges. New Services or new Service features may be added at any time; however, fees for new Services or Service features will be effective until purchased by Customer. Hospitality Integrated Services may materially increase fees for any existing individual Cloud Service or remove any material service offerings by providing not less than sixty (60) days' notice prior to the effective date of such increase and/or removal of material services by posting on the Website.

For avoidance of doubt, any Cloud Services subject to a Cloud Term Commit will be invoiced either (1) the MMRC if actual usage is less than the MMRC; or (2) the actual usage if actual usage is greater than the MMRC.

HOSPITALITY INTEGRATED SERVICES SERVICE EXHIBIT SERVICE SCHEDULE: CLOUD SERVICES

4. **Term; Termination.** The term of any individual Cloud Service not subject to a Cloud Term Commit or Service Term Commit will commence on the applicable BCD and will remain in effect for so long as Customer continues to access and use the Service (i.e. month to month). The term of any Cloud Service subject to a Cloud Term Commit or Service Term Commit will commence on the applicable BCD and will continue for the period set forth in the Service Order, at the conclusion of which will automatically renew for successive periods equal to twelve (12) months, unless terminated by either party in writing at least sixty (60) days prior to the expiration of the then current Service Term.

Customer may terminate any individual Cloud Service (except for any Cloud Services subject to a Cloud Term Commit or Service Term Commit) at any time for any reason or no reason without liability for early termination charges. If the Agreement or any Cloud Service is terminated either by Hospitality Integrated Services for cause or by Customer for any reason other than cause prior to the conclusion of the applicable Service Term Commit or Cloud Term Commit, then Customer shall be liable for an early termination charge equal to 50% of the then current MRC or MMRC for the affected Cloud Services multiplied by the number of months remaining in the Service Term. Notwithstanding anything to the contrary in the Agreement, Customer must follow Hospitality Integrated Services's termination procedures made available in the Control portal.

5. **Billing Commencement Date.** Notwithstanding anything to the contrary in the Agreement, the BCD for individual usage based Cloud Services or Cloud Services subject to a Cloud Term Commit is the date services are activated by Hospitality Integrated Services and no Acceptance Period shall apply. Except as may otherwise be set forth in the applicable Service Order, Cloud Services will be billed monthly in arrears.
6. **Effect of Termination.** Notwithstanding any notice of termination or discontinuance of use of the Cloud Services by Customer, Hospitality Integrated Services will not deem any notice of termination effective and all applicable monthly recurring or usage based fees will continue to apply until Customer removed and/or deletes any and all Content. If, after thirty (30) day notice and a cure period, Content is not deleted and/or removed, Hospitality Integrated Services reserved the right to delete and all Cloud Content without further obligation or liability to Customer.
7. **Data Preservation.** In the event Hospitality Integrated Services exercises its right to suspend Customer's access to Cloud Services, during the period of suspension (i) Hospitality Integrated Services will not take any action to intentionally erase any Content; and (ii) applicable charges, including storage charges but not usage charges, if any, will continue to accrue.
8. **Security.** Customer is solely responsible for properly configuring and using the Cloud Service and taking its own steps to maintain appropriate security, protection and backup of Content, which may include the use of encryption technology to protect Content from unauthorized access and routine archiving of Content. Hospitality Integrated Services may assist with initial configuration and monitoring subject to the purchase of certain Managed Services. Given that Customer can self-provision and self-configure the Services and the Customer environment in ways that may reduce their security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Hospitality Integrated Services will be responsible for whether the Services and Customer

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environment are configured in a secure manner. In addition, Customer is solely responsible for compliance related to the manner in which the Cloud Service is used or access by Customer or its End Users.

9. **Authorization.** Customer agrees that: (i) it will provide accurate and complete information as requested by Hospitality Integrated Services in connection with its registration for the Services; and (ii) any registrants, users, or others placing orders for Service on its behalf have full legal capacity to do so and are duly authorized to do so and to legally bind Customer to the Agreement and all transactions conducted under Customer's account.
10. **Proprietary Rights.** Hospitality Integrated Services grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable and limited right to access and use the Cloud Services solely in accordance with the Agreement. Any software (including related documentation) that may be provided by Hospitality Integrated Services or its third party licensors is neither sold nor distributed to Customer and may be used solely as part of the Cloud Services. As between Hospitality Integrated Services and Customer, Customer exclusively owns all rights, title and interest in and to Content. Hospitality Integrated Services will not disclose, modify, or access the Content, except (i) if Customer expressly authorizes Hospitality Integrated Services to do so in connection with Customer's use of the Services, including requests for support or (ii) as necessary to provide the Services to Customer or to prevent or address service or technical problems, or to comply with the Agreement; or (iii) at the request of a governmental or regulatory body, subpoenas or court order.

Customer may only use the Cloud Services to store, retrieve, query, server, and execute Content that is owned, licensed or lawfully obtained by Customer.

In the event Customer elects, in connection with any of the Cloud Services, to communicate to Hospitality Integrated Services suggestions for improvements to the Services ("Feedback"), Hospitality Integrated Services shall own all right, title, and interest in and to the same, even if Customer has designated the Feedback as confidential, and Hospitality Integrated Services shall be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns all right, title, and interest in and to the Feedback to Hospitality Integrated Services and agrees to provide Hospitality Integrated Services such assistance as it may require to document, perfect and maintain Hospitality Integrated Services's rights to the Feedback.

11. **Third Party Software.** If Customer elects to use Customer provided and/or licensed software in connection with the Cloud Services or much such software available to other users of Cloud Services, Customer is solely responsible for (i) selecting, licensing, installing and maintaining any such software, including any related applications and systems; and (ii) ensuring adherence to current technical documentation, all applicable licensing terms, requirements, and/or restrictions and all applicable laws with respect to such software.
12. **Optional Services.** Provided the Cloud Services are not terminated by Hospitality Integrated Services for cause and subject to additional terms, Customer may request and Hospitality Integrated Services may, upon payment by Customer of all applicable recurring monthly, transition and storage fees, provide post-termination Content retrieval and/or transition assistance for a period of up to ninety (90) days ("Transition Assistance") so long as the request by

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Customer for Transition Assistance is made prior to the expected termination or expiration date of this Agreement. Transition Assistance may include, by way of example, transferring Content, Confidential Information and related information and materials to either Customer or its third party designee at Customer's expense. Except as provided in this Section, Hospitality Integrated Services shall have no obligation to continue to store Content after termination or to permit Customer to retrieve same.

13. **Terms of Use, SLA Attachment and Supplemental Terms.** Customer's use of Services hereunder is subject to acceptance by Customer of the terms of acceptable use available at <http://cloud.hospitalityintegratedservices.com/legal/aup> and the additional terms applicable to certain services and software available at <http://cloud.hospitalityintegratedservices.com/legal/supplementalterms>. These terms may be updated from time to time by Hospitality Integrated Services upon notice to all customers by posting on the applicable Website. In addition, the SLA Attachment, as defined in the Agreement, applicable to the Services is available at <http://cloud.hospitalityintegratedservices.com/legal/sla>. Hospitality Integrated Services may modify the SLA Attachment from time to time, effective upon posting.