Vizlly® Terms of Service Agreement

THIS TERMS OF SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF SERVICES FROM LEONARDO.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR VIZLLY SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT EITHER BY (I) CLICKING A BOX INDICATING YOUR ACCEPTANCE ONLINE OR (II) BY EXECUTING A WRITTEN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU (THE PERSON SO CLICKING THE ACCEPTANCE BOX OR EXECUTING SUCH ORDER FORM) ENTER INTO A LEGALLY BINDING AGREEMENT WITH LEONARDO AND YOU AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU", "YOUR", "CLIENT" OR "CLIENT'S" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE VIZLLY SERVICES.

If on the date You first agree to this Agreement by clicking a box indicating your acceptance online in order to access the Vizlly Services you are a subscriber to Leonardo's VBrochure services and, as such, You are party to an agreement with Leonardo relating to such VBrochure services ("Your VBrochure Agreement") then, until the next renewal date of Your VBrochure Agreement ("Next Renewal Date"), Your VBrochure Agreement (including all applicable terms and conditions thereof) and not this Agreement will govern the use of the Vizlly Services. However, You agree and acknowledge that, in consideration for Leonardo providing you the Vizlly Services at no additional charge, then, effective on the Next Renewal Date, this Agreement will take effect and replace all terms and conditions of Your VBrochure Agreement other than the pricing and payment terms thereof.

You may not access the Vizlly Services if You are Leonardo's direct competitor, except with Leonardo's prior written consent.

This Agreement was last updated on September 25, 2014. It is effective between You and Leonardo as of the date of Your acceptance of this Agreement.

ARTICLE 1 DEFINITIONS

1.1 Definitions. As used in this Agreement (including the introduction above), the following terms have the following respective meanings:

(a) **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

(b) **"Agreement"** means this Agreement together with any additional terms and conditions contained in any applicable written Order Form executed by Client as well as any additional posted terms of service, agreements, guidelines or rules applicable to any of the Services provided hereunder;

(c) **"Beta Services"** means Vizlly Services that are not generally available to Leonardo Clients;

(d) **"Client", "You" and "Your"** means: (i) if the person accepting this Agreement (by clicking a box indicating his/her acceptance online or by executing an Order Form that references this Agreement) is acting in their own capacity, that person; or (ii) if the person accepting this Agreement is acting on behalf of a company or other legal entity, such company or other legal entity and any Affiliates of that company or entity; for greater certainty, Client also includes any Client Hotel represented by Client;

(e) **"Client Content"** means any Content uploaded into Vizlly by Client or otherwise submitted by Client to Leonardo for use as part of the Services;

(f) **"Client Hotel(s)"** means the hotel or hotels (if more than one) that Client represents and on behalf of which Client subscribes for and utilizes the Services;

(g) **"Content"** means any digital content or media of any kind provided, used in or created as part of or in connection with the Services, including, without limitation, information, data, text, software, music, sound, photographs, graphics, illustrations, templates, animations, film or video footage, visual representations, marketing materials, web and mobile sites and pages, web widgets, apps, and other computer files;

(h) **"Documentation"** means Leonardo's online user guides, documentation, and help and training materials, as updated from time to time, accessible via http://customercenter.leonardo.com/home or login to the applicable Service;

(i) **"Leonardo"** means Leonardo Worldwide Corporation;

(j) **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

(k) **"Order Form"** means an ordering document specifying the Services to be provided under this Agreement that is entered into between Client and Leonardo, including any addenda and supplements thereto (whether in writing or entered into and executed electronically via an online Order Form). By entering into an Order Form hereunder, an Affiliate of Client agrees to be bound by the terms of the Agreement as if it were an original party hereto;

(l) **"Professional Services"** means any professional services to be provided by Leonardo to Client pursuant to the Agreement (including, for greater certainty and without limitation, any media production, web design, web/mobile/tablet site creation, and Search Engine Optimization services);

(m) **"Published Elements"** means any Content or Content elements (including, without limitation, any website and webpages, mobile and tablet sites, web widgets, media galleries, apps, Facebook and other social media pages/apps, etc.) created and/or sourced, and thereafter published online and managed, by Client (or by Leonardo on Client's behalf) using the Vizlly Services;

(n) **"Purchased Services"** means Services that Client purchased under an Order Form, as distinguished from those provided pursuant to a free trial;

(o) **"Services"** means the Vizlly Services and Professional Services that are ordered by Client under a free trial or an Order Form and are to be provided by Leonardo to Client pursuant to the Agreement;

(p) **"Syndication Services"** means those Vizlly Services which entail the distribution of Client Content and/or Published Elements to VNetwork by Leonardo on Client's behalf;

(q) **"User"** means any employee, representative, consultant, contractor or agent who is authorized to use the Vizlly Service subject to the terms of the Agreement and to whom Client (or Leonardo at Client's request) has supplied a user identification and password to access the Vizlly Services;

(r) **"Third Party Content"** means Content made available to Client as part of the Vizlly Content which is owned or provided by third parties (including Leonardo's Content licensors and other public sources) and subject to those third parties' proprietary rights;

(s) **"Vizlly"** means the Web-based applications, technology and platform used in providing the Vizlly Services;

(t) **"Vizlly Content"** means any Content (including derivative works thereof and Third Party Content) which is made available by Leonardo to Client as part of the Services (including, without limitation, web, mobile and tablet templates, artwork, stock images, web widgets, apps etc. that can be used in Client's Published Elements). Vizlly Content includes any custom Published Element templates (such as a website template) created by Leonardo for Client as part of the Services;

(u) **"Vizlly Services"** means the Leonardo online, Web-based hotel multichannel digital marketing system and platform services known as "Vizlly® Multichannel Digital Marketing System" and generally made available by Leonardo to its customers via https://apps.vizlly.com and/or other designated websites; and

(v) **"VNetwork"** means, at any given time, Leonardo's network of partner travel and travel-related websites, travel intermediaries and other electronic distribution channels (each a "VNetwork Channel" and, collectively, "VNetwork") to which Leonardo distributes hotel-related Content at such time.

ARTICLE 2 FREE TRIAL

2.1 Free Trial. Leonardo may from time to time offer free trials of some of the Vizlly Services. If Client has registered on Leonardo's website for a free trial, Leonardo will make one or more Services available to Client on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Client registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Client for such Service(s). Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this agreement by reference and are legally binding.

2.2 Client Content In Free Trial. Any Content Client uploads into the Vizlly Services, and any customizations made to the Vizlly Services by or for Client, during Client's free trial will be permanently lost unless Client purchases a subscription to the same Services as those covered by the trial, purchase upgraded Services, or exports such Content, before the end of the trial period. Client cannot transfer Content entered or customizations made during the free trial to a Service that would be a downgrade from that covered by the trial; therefore, if Client purchase a Service that would be a downgrade from that covered by the trial, client must export Client's Content before the end of the trial period or the Client Content will be permanently lost.

2.3 Free Trial Disclaimer. NOTWITHSTANDING ARTICLE 6 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

ARTICLE 3 LEONARDO'S SERVICES

3.1 Provision of Purchased Services. Leonardo will (a) make the Vizlly Services purchased by Client available to Client in accordance with this Agreement and the applicable Order Form(s), (b) provide to Client the Professional Services purchased by Client in accordance with this Agreement and the applicable Order Form(s), (c) provide Leonardo's standard support for the Purchased Services to Client at no additional charge, and/or upgraded support if purchased, and (d) provide the online Purchased Services in accordance with the service levels set forth in Appendix 1 to this Agreement ("Service Levels").

3.2 Professional Services.

(a) Leonardo may, at its option, engage the services of third-party service providers in the provision of Professional Services to the Client pursuant to the Agreement.

(b) If the Client has purchased Professional Services from Leonardo pursuant to the Agreement, the Client may make available Client Content to Leonardo for use as part of such Professional Services. It is acknowledged that Leonardo may use and incorporate such Client Content for any materials produced for Client by Leonardo as part of those Professional Services and, as such, the Client Content is subject to (i) the restrictions in Section 4.3 and (ii) if such Client Content is distributed as part of any Syndication Services, the warranties and licenses set forth in Section 4.4.

3.3 Amendments To Agreement and Services By Leonardo.

(a) LEONARDO RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO ALTER OR UPDATE THIS AGREEMENT AND/OR THE SERVICES AT ANY TIME INCLUDING, WITHOUT LIMITATION, FEATURES, SPECIFICATIONS, CAPABILITIES, FUNCTIONS, LICENSING TERMS, RELEASE DATES, GENERAL AVAILABILITY OR OTHER CHARACTERISTICS. IN

THE EVENT OF ANY SUCH CHANGE, UNLESS SUCH CHANGE CONSTITUTES WHAT COULD REASONABLY BE CONSIDERED A MATERIAL AMENDEMENT OF THIS AGREEMENT IN WHICH CASE SECTION WILL APPLY, LEONARDO WILL POST A NOTICE ON THE SERVICES NOTIFYING CLIENT OF THE CHANGE. BY CONTINUING TO USE THE SERVICES AFTER ANY SUCH CHANGES, CLIENT AGREES TO BE BOUND BY SUCH SUBSEQUENT CHANGES AND ACKNOWLEDGES THAT LEONARDO SHALL HAVE NO LIABILITY TO CLIENT AS A RESULT OF ANY SUCH CHANGES.

(b) In the event of any change to the Agreement that can reasonably be considered to be a material amendment to this Agreement ("Material Amendment"), Leonardo will provide Client notice thereof as provided in Section 12.4. Such notice will clearly set out the proposed Material Amendment and the fact that such amendment constitutes a Material Amendment for the purposes of this Section. Upon receipt of such Material Amendment notice from Leonardo, if Client does not agree to such Material Amendment, Client will have the option of terminating this Agreement by providing written notice thereof to Leonardo no later than ten (10) business days following receipt of Leonardo' material amendment notice, such termination to take effect no later than thirty (30) days following the date of Leonardo's Material Amendment notice. In such event, Client will be entitled to a refund in accordance with Section 11.3(d) which will be Client's exclusive remedy against Leonardo for such Material Amendment. If Client does not terminate the Agreement by providing Leonardo with notice as aforesaid and Client continues to use the Services, Client shall be irrevocably deemed to have accepted and agreed to the Material Amendment.

3.4 General Practices & Limits. Leonardo may establish general practices and limits concerning use of the Service (including limits regarding use and Content storage) and may modify such practices and limits from time to time with notice to Client.

3.5 Beta Services. From time to time, Leonardo may invite Client to try Beta Services at no charge. Client may accept or decline any such trial in its sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. Leonardo may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Leonardo will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3.6 Agreement Applicable To New Services. Leonardo may, in the future, offer new services and/or features as part of the Services (including the release of new tools and resources). For the avoidance of doubt, such new features and/or services shall be subject to the terms and conditions of this Agreement and any additional terms and conditions which Client will be required to agree to in order to access such new Services.

ARTICLE 4 CLIENT'S USE OF SERVICES

4.1 Client's Responsibilities.

(a) Client will:

(i) be responsible for its Users' compliance with this Agreement and for all activities that occur under the Client account and any actions taken by Users using the Services;

(ii) be responsible for the accuracy, quality and legality of Client Content and the means by which Client acquired Client Content;

(iii) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Leonardo promptly of any such unauthorized access or use; and

(iv) use the Services only in accordance with the Agreement and Documentation and applicable laws and government regulations.

(b) Leonardo will not be liable for any loss or damage from Client's failure to comply with the foregoing obligations. Client acknowledges and agrees that under no circumstances will Leonardo be liable, in any way, for any acts or omissions by any User, including any damages of any kind incurred as a result of such acts or omissions.

4.2 Usage Restrictions. Client will not:

(a) unless authorized in writing by Leonardo, make any Service or Vizlly Content available to, or use any Service or Vizlly Content for the benefit of, anyone other than Client and Client Hotels;

(b) unless authorized in writing by Leonardo, sell, resell, license, sublicense, distribute, rent or lease any Service or Vizlly Content, or include any Service or Vizlly Content in a service bureau or outsourcing offering;

(c) use a Service to store or transmit Malicious Code;

(d) interfere with or disrupt the integrity or performance of any Service or third-party Content contained therein;

(e) attempt to gain unauthorized access to any Service or Content or its related systems or networks;

(f) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit;

(g) copy a Service or any part, feature, function or user interface thereof;

(h) copy Vizlly Content except as permitted herein or in an Order Form or the Documentation;

(i) frame or mirror any part of any Service or Vizlly Content, other than framing on Client's own intranets or otherwise for Client's own internal business purposes or as permitted in the Documentation;

(j) access any Service or Vizlly Content in order to build a competitive product or service; or

(k) reverse engineer any Service (to the extent such restriction is permitted by law).

4.3 Client Content. The Services permit the submission and uploading of Client Content by Client and the hosting, sharing, and/or publishing of such Client Content through various Published Elements. In this regard Client acknowledges and agrees that:

(a) CLIENT, AND NOT LEONARDO, IS SOLELY RESPONSIBLE FOR ALL CONTENT UPLOADED, POSTED, TRANSMITTED OR OTHERWISE MADA AVAILABLE BY CLIENT VIA THE SERVICES. ACOORDINGLY:

(i) LEONARDO DOES NOT CONTROL CLIENT CONTENT POSTED VIA THE SERVICES AND, AS SUCH, LEONARDO (I) DOES NOT ENDORSE ANY CLIENT CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN, (II) DOES NOT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF SUCH CLIENT CONTENT OR THAT ITS UPLOADING OR PUBLISHING DOES NOT INFRINGE ANY THIRD PARTY RIGHTS, AND (III) EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CLIENT CONTENT;

(ii) CLIENT HAS SOLE RESPONSIBILITY FOR THE CONTINUING ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS, AND INTELLECTUAL PROPERTY OWNERSHIP OR RIGHT TO USE (AND THE CONTINUING RIGHT TO USE) OF ANY CLIENT CONTENT SUBMITTED BY IT THROUGH THE SERVICES AND THE CONSEQUENCES OF USE AS PART OF THE SERVICES; AND

(iii) CLIENT WILL NOT: (I) SUBMIT CLIENT CONTENT THAT IS COPYRIGHTED OR OTHERWISE SUBJECT TO THIRD PARTY PROPRIETARY RIGHTS, INCLUDING PRIVACY AND PUBLICITY RIGHTS, UNLESS CLIENT IS THE OWNER OF SUCH RIGHTS OR HAS PERMISSION FROM THEIR RIGHTFUL OWNER TO POST THE CONTENT AND TO GRANT LEONARDO AND EACH VNETWORK CHANNEL TO

WHICH SUCH CONTENT MAY BE DISTRIBUTED BY LEONARDO AS PART OF ANY SYNDICAITON SERVICES ALL OF THE LICENSE RIGHTS GRANTED HEREIN; (II) PUBLISH FALSEHOODS OR MISREPRESENTATIONS THAT COULD DAMAGE LEONARDO OR ANY THIRD PARTY; (III) SUBMIT CONTENT THAT IS UNLAWFUL, OBSCENE, DEFAMATORY, LIBELOUS, THREATENING, CHILD PORNOGRAPHY, HARASSING, HATEFUL, RACIALLY OR ETHNICALLY OFFENSIVE, OR ENCOURAGES CONDUCT THAT WOULD BE CONSIDERED A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY, VIOLATE ANY LAW, ENCOURAGES USE OF DRUGS OR ALCOHOL, OR IS OTHERWISE INAPPROPRIATE; (IV) IMPERSONATE ANOTHER PERSON, COMPANY OR ENTITY.

(b) Leonardo retains the right to terminate any Client account that has violated any of the above prohibitions.

(c) LEONARDO DOES NOT PERMIT COPYRIGHT INFRINGING ACTIVITIES AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE SERVICES, AND LEONARDO WILL REMOVE ALL INFRINGING CONTENT IF PROPERLY NOTIFIED THAT SUCH CONTENT INFRINGES ON ANOTHER'S INTELLECTUAL PROPERTY RIGHTS. CLIENT ACKNOWLEDGES AND AGREES THAT ANY AND ALL USES OF THE SERVICES ARE FURTHER SUBJECT TO LEONARDO'S PRIVACY POLICY LOCATED AT http://www.leonardo.com/privacy-policy/, AND COPYRIGHT POLICY AND DMCA PROCEDURES LOCATED AT http://www.leonardo.com/copyright-policy/, EACH OF WHICH MAY BE UPDATED FROM TIME TO TIME BY LEONARDO WITH OR WITHOUT NOTICE.

(d) ALTHOUGH LEONARDO IS NOT RESPONSIBLE FOR AND DOES NOT REVIEW CLIENT CONTENT, LEONARDO RESERVES THE RIGHT TO DELETE ANY SUCH CLIENT CONTENT THAT LEONAREDO DEEMS, IN ITS SOLE DISCRETION, RACIST, HURTING, ABUSING, ILLEGAL, OR UNACCEPTABLE FOR ANY REASON AND WITH NO NEED TO PROVIDE EXPLANATIONS.

(e) Leonardo does not claim any intellectual property rights over Client Content and, except for the limited licenses specifically set forth in this Agreement, nothing in herein will convey to Leonardo any ongoing intellectual property in or other rights to any Client Content. However, Leonardo does own copyrights in the database and compilation and arrangement of Content in Vizlly. Accordingly, Leonardo may bring copyright infringement and/or other related actions against any third party that copies, downloads, otherwise misappropriates and/or utilizes any of the Client Content by copying or otherwise downloading or accessing such Content from Leonardo's servers or from any website that has obtained such Content from Leonardo without prior written authorization or permission from Leonardo.

(f) With respect to Client Content included in any Published Elements, the Client Content shall be deemed and considered as licensed to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Client Content on such Published Elements. Such license shall be terminated only upon removal of such Client Content (either by Client or by Leonardo).

(g) Leonardo may preserve Client Content and may also disclose Client Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Client Content violates the rights of third-parties; or (d) protect Leonardo's rights, property, or personal safety and those of Client and the public.

4.4 Client Content Syndication. If Client subscribes to any Syndication Services as part of the Vizlly Services, then with respect of any Client Content which Client distributes to VNetwork using the Syndication Services, Client and each applicable Client Hotel:

(a) Expressly authorize Leonardo to arrange for the distribution, broadcast and display to/by each VNetwork Channel of any Client Content provided by Client for distribution through the Syndication Services and grant Leonardo a non-exclusive, royalty-free, worldwide, license to:

(i) use, copy, store, modify (including standardize, optimize, crop or otherwise reformat for distribution), distribute, broadcast, perform and display (publicly or otherwise) any Client Content provided to Leonardo by Client for distribution to the VNetwork, such license to terminate automatically thirty (30) days following the date on which Client either deletes or disables the distribution of the Client Content in Vizlly; and

(ii) grant limited sub-licenses to each VNetwork Channel to which Leonardo distributes such Client Content (including their affiliated websites) to permit them to similarly broadcast, perform and display any Client Content provided to them by Leonardo on behalf of Client, such sub-licenses to terminate thirty (30) days following the date on which Client either deletes or disables the distribution of the Client Content in Vizlly.

(b) Represent and warrant to Leonardo (and acknowledge that Leonardo and any VNetwork Channel to which Leonardo distributes such Client Content are relying upon such representations and warranties) that:

(i) Client and/or the applicable Client Hotel (A) is the owner of all intellectual property rights and other proprietary rights in and to such Client Content and/or (B) has the necessary licenses, rights, consents and permissions to grant to Leonardo the license described in paragraph (a) above; and

(ii) Client and/or the applicable Client Hotel has the written consent, release, and/or permission of each and every identifiable actor, model, staff member or other person who appears in such Client Content to use the likeness of each such person in such Client Content and for such Client Content to be publicly distributed by any means as part of the Syndication Services;

(iii) The distribution, transmission, performance and/or display of such Client Content by Leonardo to/on the VNetwork will not infringe any third-party's intellectual rights in such Client Content; and

(iv) The distribution, transmission, performance and/or display of such Client Content by each VNetwork Channel to which Leonardo so distributes such Client Content will not infringe any third-party's intellectual rights in such Client Content; and

(c) Client hereby acknowledges that Leonardo provides each VNetwork Channel with indemnities with respect to, among other things, any damages, liabilities, costs and expenses (including but not limited to reasonable attorney's fees) incurred by such VNetwork Channel as a result of any threatened or actual suit of a third party against such VNetwork Channel arising from or based upon the distribution to and the display and broadcast by such VNetwork Channel of any Client Content. To the extent that such claim is a result of any breach of covenant, representation or warranty made by Client pursuant to this Agreement, Client agrees to promptly indemnify, hold harmless and defend Leonardo and such VNetwork Channel in accordance with Section 7.1 below and agrees that any such VNetwork Channel is an intended third party beneficiary of this obligation to defend, indemnify and hold harmless.

(d) If (i) any Client Hotel is a hotel property belonging to a hotel chain ("Chain") that is also a client of Leonardo, (ii) Client subscribes for Syndication Services for such Client Hotel, and (iii) such Chain so requires, Leonardo may provide the Chain access to the Client's Vizlly account and allow it to overwrite Content distribution settings in conformance with their policies (for example, to disable distribution of photos to those VNetwork Channels that are not approved by the Chain).

4.5 Published Elements. If Client uses the Services for creation and hosting of external-facing websites and other Published Elements, Client will comply with, and be responsible for Users' compliance with, applicable law in any use of cookies or other tracking technologies introduced by Client on such websites and other Published Elements.

4.6 License by Client to Host Client's Content. Client grants Leonardo and its Affiliates a worldwide, limited-term license to host, copy, transmit and display Client's Content, as necessary for Leonardo to provide the Services in accordance with this Agreement.

4.7 Vizlly Content. Except as specifically provided and allowed by Leonardo, this Agreement or the Documentation and/or, in the case of Vizlly Content that is Third Party Content, the third party from whom such Third Party Content originates, Client shall to take any action of reverse engineering, decompiling or disassembling of any Vizlly Content in a manner that enables Users to download such Vizlly Content, or use the Vizlly Content in a manner inconsistent with the restrictions set forth in the Services and Documentation as may be updated from time to time.

4.8 Third Party Content and Applications.

(a) The use of Third Party Content shall be subject to the compliance with the provisions of this Agreement as well as any terms of use / end user license agreement(s) of the third party owning or providing the Third Party Content.

(b) Client acknowledges and agrees that Leonardo shall have the right, at any time, at is sole and exclusive discretion to: (i) remove from the Services and/or disable access to Third Party Content; or (ii) demand that Client immediately remove such Third Party Content from any Published Elements. If Client does not promptly comply with such demand and remove the Third Party Content from Client's Published Elements, LEONARDO SHALL HAVE THE RIGHT TO DISABLE THE ACCESS TO SUCH THIRD PARTY CONTENT AND/OR DELETE OR MODIFY IT AT ITS SOLE AND EXCLUSIVE DISCRETION, WITH NO LIABILITY TO LEONARDO, AND CLIENT SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OF ANY AMOUNT PAID BY CLIENT TO LEONARDO. To remove any doubt it is hereby made clear that the provisions of this Section above shall apply to any Content provided to Users through the Services and which Leonardo requires its removal for any reason.

(c) Leonardo may also make available to Client through the Services (including as part of Vizlly Content) various applications and services (such as booking engine widgets, mapping widgets etc.) that can be used in conjunction with or as part of Published Elements created by Client ("Applications"). Applications may be provided and operated by Leonardo or by third-parties not affiliated with Leonardo. The provider of each Application is clearly identified in the Services or, in event of Applications embedded into Vizlly Content (such as website templates and widgets), can be easily identified by Users. Client agrees that Leonardo is not responsible for any Application that is offered by any source other than Leonardo.

(d) Client acknowledges and agrees that Leonardo shall not have any responsibility or liability with regard to any third party Applications used by Client in any Published Elements or through the Services and any use of such third party Applications shall be at Client's own responsibility and liability. Client further acknowledges that the provision of the technical ability to link to such Applications (such as the possibility of a booking button integrated with a booking engine or central reservation service), although offered as part of the Services, shall not be deemed to create any liability or responsibility on behalf of Leonardo for such third party Applications.

(e) Additionally, some Applications may be made available to Users at no charge while the use of other Applications or certain features or abilities of Applications may require payment. The purchase and/or the use of Applications are offered only to Leonardo customers. Applications may be provided to Client by Leonardo as an integral part of Vizlly Content (such as a webpage template) offered as part of the Services. In such event, the Client using such Vizlly Content shall be notified in a manner determined by Leonardo that such Vizlly Content includes a third party Application and that the use of such template may require the purchase of such Application and/or consent to terms and conditions determined by the provider of the Application.

(f) Leonardo shall have the right, at its sole discretion (including but not limited to an event of violation of any legal agreement, law, regulation or policy) to permanently or temporarily discontinue the availability of any Application (or of any features or components thereof). Client agrees that in such event Leonardo shall have the right, in addition to the discontinuation of the offering of such Application, to remotely remove such Application from Client's Published Elements at its sole discretion. In such event, Client shall have no claims against Leonardo as result of any loses of data or other Content.

(g) Client acknowledges and agrees that other than Applications offered and provided by Leonardo, all Applications are offered on an AS-IS basis and Leonardo shall have no responsibility in relation to the proper functionality and/or availability of any Application. The entity or person providing an Application shall have the sole and exclusive responsibility for availability, maintenance, bug fixing, support (including by linking from the Application) and proper functioning of the respective Application. Client further agrees that Client is solely responsible for, and that Leonardo has no responsibility to Client or to any third party for Client's use of any third party Application, any breach of your obligations under the terms and conditions applicable to any Application, and for the consequences (including loss or damage of any kind which Leonardo may suffer) of any such breach.

ARTICLE 5 INTELLECTUAL PROPERTY RELATING TO SERVICES AND VIZLLY CONTENT

5.1 Leonardo and Third Party Proprietary Rights. Client acknowledges and agrees that:

(a) The Services and any necessary software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

(b) Subject to the limited rights expressly granted hereunder, Leonardo and its licensors reserve all of their respective right, title and interest in and to the Services and Vizlly Content, including all of their respective related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein. The Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Services, Vizlly Content and Vizlly technology or the intellectual property rights owned by Leonardo or its licensors.

(c) Except as expressly authorized by Leonardo or its Content licensors, Client will not modify, publish, transmit, license, participate in the transfer, licensing or sale, create derivative works, or in any way exploit any of the Vizlly Content, copyrights, trademarks, or other property interests therein, in whole or in part. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademarks legend or copyright notice shall be made.

(d) Vizlly, the Vizlly logo and the Vizlly design are trademarks or trade dress of Leonardo, and may not be used without express written permission from Leonardo, other than for attribution.

(e) All other trademarks not owned by Leonardo that appear as part of the Services or any Vizlly Content are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Leonardo.

5.2 Leonardo License to Use Vizlly Content. Leonardo grants to Client a worldwide, limited-term license, under Leonardo's applicable intellectual property rights and licenses, to use Vizlly Content made available to Client pursuant to the Services, subject to the Agreement and the Documentation.

5.3 User Contributions. The Services provide the ability for Users to submit ideas, suggestions, recommendations, enhancement requests, corrections, documents, and/or proposals ("Contributions") to Leonardo through its suggestion or feedback webpages. With respect to any such Contribution submitted by Client, Client acknowledges and agrees that: (a) Client's contributions will not contain confidential or proprietary information; (b) Leonardo is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Leonardo shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, and through any type of media; (d) Leonardo may have something similar to the Contributions already under consideration or in development; (e) Client's Contributions automatically become the property of Leonardo without any obligation of Leonardo to Client; and (f) Client is not entitled to any compensation or reimbursement of any kind from Leonardo under any circumstances.

ARTICLE 6 REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1 Client Warranties. Clients warrants that:

(a) Client is fully authorized and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement and once so entered the Agreement is legally binding on Client and Client Hotels;

(b) Client is an authorized representative of each Client Hotel for which it uses the Services and is duly authorized to upload, edit, delete or otherwise modify and distribute any Client Content for such Client Hotel; and

(c) Any action taken or instruction given to Leonardo through the Services (such as the uploading, management, deletion, editing, and distribution of Client Content for any of Client Hotels) by Client, Client Hotels or any Users, and any resulting action taken by Leonardo (such as changes to the Client Content distributed by Leonardo on behalf of Client and Client Hotels) is duly authorized by and on behalf of Client and Client Hotels.

6.2 Leonardo Warranties. Subject to Section 6.3, Leonardo warrants that:

(a) Leonardo has validly entered into this Agreement and has the legal power to do so;

(b) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for the protection of Client Content;

(c) the Purchased Services will function in conformity with the specifications set forth in the Agreement and any applicable Order Form and will be provided in accordance with the Service Levels;

(d) Leonardo will not materially decrease the functionality of the Purchased Services during a subscription Term;

(e) the Purchased Services and Vizlly Content will not introduce Malicious Code into Client's systems; and

(f) Vizlly and the Purchased Services to be provided pursuant to the Agreement do not and will not infringe any third party's copyright, trade secret rights or trademarks and do not infringe a patent of any third party in the United States or in the country where Client is located.

For any breach of the warranty in paragraph (c), Client's exclusive remedies are those described in the Service Levels. For any breach of any other warranty in this Section, Client's exclusive remedies are those described in Subsections 11.3(a) and 11.3(d).

6.3 Disclaimers. EACH OF CLIENT AND LEONARDO EXPRESSLY UNDERSTANDS AND AGREES THAT:

(a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FREE TRIAL AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

(b) EXCEPT AS PROVIDED IN THE SERVICE LEVELS, LEONARDO WILL NOT BE RESPONSIBLE OR LIABLE FOR (I) ANY INTERRUPTION IN THE SERVICES, (II) ANY ERRORS OR OMISSIONS IN ANY CLIENT CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CLIENT CONTENT POSTED, TRANSMITTED, DISTRIBUTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, AND/OR (III) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY CLIENT CONTENT STORED IN VIZLLY AS A RESULT OF ANY ACTION BY CLIENT.

(c) Leonardo makes no warranties or guarantees whatsoever with respect to: (i) whether any Client Content and/or Published Elements to be distributed by Leonardo to the VNetwork as part of the Syndication Services will in fact be accepted or otherwise displayed by any particular VNetwork Channel; (ii) what usage statistics, levels of impressions or "hits" which will be obtained by any

Client Content or Published Elements; and (iii) whether Leonardo will continue to distribute Content to any particular VNetwork Channel. Leonardo reserves the right not to distribute any Client Content which Leonardo deems in its reasonable discretion, not to be suitable or appropriate for distribution to the VNetwork.

ARTICLE 7 MUTUAL INDEMNITIES

7.1 Client Indemnity Obligations.

(a) Client and each Client Hotel will indemnify, hold harmless and defend Leonardo and, if Client subscribes to the Syndication Services, each VNetwork Channel to which Leonardo distributes Client Content on behalf of Client, and their respective officers, directors, employees and agents (the "Leonardo Indemnified Parties") for, from, and against any and all claims damages, liabilities, costs and expenses (including but not limited to attorney's fees) incurred by the Leonardo Indemnified Parties as a result of any threatened or actual suit of a third party against the Leonardo Indemnified Parties arising from: (i) any actual or alleged breach of covenant, representation or warranty made by Client under, and/or violation of, the Agreement, (ii) any actual or alleged improper access to and use of the Services by Client; (iii) any actual or alleged violation by Client and/or any of its Users of any third party right, including without limitation any copyright, property, or privacy right in any Client Content provided by Client; or (iv) claim that any of Client Content or the public publishing or distribution thereof caused damage to a third party, provided, in each case, that Leonardo promptly notifies Client in writing of any such claim and that Client will have the right to control and defend or settle any such claim at the Client's expense and with the Client's choice of counsel. Leonardo may, but shall not be obligated to, require Client to assume the defense of any such claim or, if Client does not do so, to advance Leonardo sufficient funds as required to pay all of the Leonardo Indemnified Parties' costs of such defense. At the Client's request, the Leonardo Indemnified Parties will cooperate with Client, at Client's expense, in defending or settling such claim and the Leonardo Indemnified Parties may join in defense with counsel of their choice at their own expense. For greater certainty, Client's obligation to indemnify, hold harmless and defend the Leonardo Indemnified Parties under this Section with respect to any actual or threatened claim will be absolute and will not depend on whether any such claim has actual legal or factual merit and shall be enforceable by the Leonardo Indemnified Parties prior to the determination or disposition of such claim. In the event that the tendered defense of the Leonardo Indemnified Parties is not immediately accepted by Client, then it is agreed that the Leonardo Indemnified Parties shall have the right to select counsel of their own choice, at the expense of Client, and that such counsel selected by the Leonardo Indemnified Parties will continue to represent the Leonardo Indemnified Parties at the expense of Client, until such time as the Leonardo Indemnified Parties shall determine in their own sole discretion. The duty to indemnify, defend and hold harmless specified in this Section shall arise immediately upon tender, and that duty will arise notwithstanding any allegation, claim or ultimate proof of concurrent negligence or other legal responsibility of any Leonardo Indemnified Party, except that no duty to pay any judgment rendered after Client having provided the defense shall be owed by Client if the judgment is solely the result of the sole misconduct of the Leonardo Indemnified Parties. If Client fails to defend any or all of the Leonardo Indemnified Parties after tender of such defense, and if it is then the judgment of a court of competent jurisdiction that such defense should have been provided pursuant to the terms of this Agreement, then it is agreed that Client shall be liable to the Leonardo Indemnified Parties for any and all actually incurred attorney's fees, costs, expenses, internal costs and expenses and any judgment or settlement rendered against the Leonardo Indemnified Parties, even if any such monetary amounts are paid by insurance of the Leonardo Indemnified Parties. In the event that any equitable relief (such as injunctive relief, writ of mandamus, etc.) is ordered against any Leonardo Indemnified Party by reason of the claims against any Leonardo Indemnified Party as to which they (or any of them) are to be defended, indemnified and held harmless, then Client shall bear all expenses of adherence to any such order of the court granting equitable relief against any Leonardo Indemnified Party. This duty to indemnify, defend and hold harmless the Leonardo Indemnified Parties shall survive the expiration of this Agreement.

(b) The Parties hereby acknowledge, in the event of a claim against a Leonardo Indemnified Party(ies) in respect of clause 7.1(a)(iii) above, if Client does not exercise its right to control and defend or settle any such claim at the Client's expense and with the Client's choice of counsel, that the Leonardo Indemnified Party(ies), as a result, will suffer or incur losses on account of fees, disbursements and any other associated costs of legal action, but that such fees, disbursements and any other associated costs will be extremely difficult to calculate with any precision. Accordingly, the Parties agree, for each and every separate claim in respect of clause 7.1(a)(iii), that Client will pay to Leonardo, as a genuine and reasonable pre-estimate of such fees, disbursements and any other associated costs (and therefore as liquidated damages and not as a penalty), $500,000, which, together with fulfillment of the other Client Indemnity Obligations as outlined in clause 7.1, will be in full and final settlement and satisfaction of the liability of Client to the Leonardo Indemnified Party(ies) for such breach.

7.2 Leonardo Indemnity Obligations. Leonardo will indemnify, hold harmless and defend Client and the Client Hotels and their respective officers, directors, employees and agents (the "Client Indemnified Parties") for, from, and against any and all claims damages, liabilities, costs and expenses (including but not limited to attorney's fees) incurred by the Client Indemnified Parties as a result of any threatened or actual suit of a third party against the Client Indemnified Parties arising from any actual or alleged (i) any breach of covenant, representation or warranty made by Leonardo under, and/or violation of, this Agreement, or (ii) Client's use of and access to the Services, provided, in each case, that Client promptly notifies Leonardo in writing of any such claim and that Leonardo will have the right to control and defend or settle any such claim at Leonardo's expense and with Leonardo's choice of counsel. At Leonardo's request, the Client Indemnified Parties will cooperate with Leonardo, at Leonardo's expense, in defending or settling such claim and the Client Indemnified Parties may join in defense with counsel of their choice at their own expense. Leonardo's obligation to indemnify, hold harmless and defend the Client Indemnified Parties under this Section with respect to any actual or threatened claim will be absolute and will not depend on whether any such claim has actual legal or factual merit and shall be enforceable by the Leonardo Client Parties prior to the determination or disposition of such claim. In the event that the tendered defense of the Client Indemnified Parties is not immediately accepted by Leonardo, then it is agreed that the Client Indemnified Parties shall have the right to select counsel of their own choice, at the expense of Leonardo, and that such counsel selected by the Client Indemnified Parties will continue to represent the Client Indemnified Parties at the expense of Leonardo, until such time as the Client Indemnified Parties shall determine in their own sole discretion. The duty to indemnify, defend and hold harmless specified in this Section shall arise immediately upon tender, and that duty will arise notwithstanding any allegation, claim or ultimate proof of concurrent negligence or other legal responsibility of any Client Indemnified Party, except that no duty to pay any judgment rendered after Leonardo having provided the defense shall be owed by Leonardo if the judgment is solely the result of the sole misconduct of the Client Indemnified Parties. If Leonardo fails to defend any or all of the Client Indemnified Parties after tender of such defense, and if it is then the judgment of a court of competent jurisdiction that such defense should have been provided pursuant to the terms of this Agreement, then it is agreed that Leonardo shall be liable to the Client Indemnified Parties for any and all actually incurred attorney's fees, costs, expenses, internal costs and expenses and any judgment or settlement rendered against the Client Indemnified Parties, even if any such monetary amounts are paid by insurance of the Client Indemnified Parties. In the event that any equitable relief (such as injunctive relief, writ of mandamus, etc.) is ordered against any Client Indemnified Party by reason of the claims against any Client Indemnified Party as to which they (or any of them) are to be defended, indemnified and held harmless, then Leonardo shall bear all expenses of adherence to any such order of the court granting equitable relief against any Client Indemnified Party. This duty to indemnify, defend and hold harmless the Client Indemnified Parties shall survive the expiration of this Agreement.

7.3 Modification of Services. If Leonardo receives information about an infringement or misappropriation claim related to a Service, Leonardo may in its discretion and at no cost to Client (i) modify the Service, as applicable, so that it no longer infringes or misappropriates, without breaching Leonardo's warranties under 6.2 Section, (ii) obtain a license for Client's continued use of that Service in accordance with this Agreement, or (iii) terminate Client's subscriptions for that Service upon 30 days' written notice and refund Client any prepaid fees covering the remainder of the term of the terminated subscriptions.

7.4 Exclusive Remedy. This ARTICLE 7 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this ARTICLE 7.

ARTICLE 8 LIMITATION OF LIABILITY.

8.1 Leonardo Liability for Failure to Meet Service Levels. Any claim for Leonardo's failure to meet the Service Levels will be subject to the limitations set forth in such Service Levels (Appendix 1 hereto).

8.2 Exclusion of Consequential and Related Damages. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR IN THE EVENT OF A CLAIM UNDER THE INDEMNITY PROVISIONS OF ARTICLE 7, WHICH ARE EXPRESSLY EXCLUDED FROM THIS SECTION, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8.3 Limitation of Liability. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR IN THE EVENT OF A CLAIM UNDER THE INDEMNITY PROVISIONS OF ARTICLE 7, WHICH ARE EXPRESSLY EXCLUDED FROM THIS SECTION, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER ARTICLE 9 (FEES AND PAYMENT FOR PURCHASED SERVICES).

ARTICLE 9 FEES AND PAYMENT FOR PURCHASED SERVICES

9.1 Vizlly Fees.

(a) The Services provided by Leonardo to Client pursuant to the Agreement are subject to the set-up, professional and annual service fees (respectively, the "Set-up Fees", "Professional Fees" and the "Annual Fees" and, collectively, the "Fees") set out in the Order Forms. Unless otherwise provided in the Order Forms, all Set-up and Professional Fees shall be payable in advance upon signing of the applicable Order Form and all Annual Fees shall be payable annually at the commencement of each year of the Term.

(b) Except as otherwise specified herein or in an Order Form fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription Term.

9.2 Payment of Invoices. Client agrees to pay all Fees specified in an Order Form within thirty (30) days of the applicable invoice's effective date.

9.3 Payment Disputes. Any discrepancies regarding charges on any Client invoice must be reported to Leonardo's Customer Success department within 60 days of the billing date. Failure to contact Leonardo within this time period will constitute Client's acceptance of such charges.

9.4 Overdue Charges. If any invoiced amount is not received by Leonardo by the due date, then without limiting Leonardo's rights or remedies, (a) those charges may accrue late interest at the rate of 2.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Leonardo may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 9.2. An administration fee of $50 will be levied if Client's credit card is denied or check is returned. Leonardo will not exercise its rights under this Section or Section 9.5

if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

9.5 Suspension of Service and Acceleration. If any amount owing by Client under this or any other agreement for Leonardo's Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts Client have authorized Leonardo to charge to Client's credit card), Leonardo may, without limiting Leonardo's other rights and remedies, accelerate Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Leonardo Services to Client (including removing any Client Content from distribution under the Syndication Services) until such amounts are paid in full. Leonardo will give Client at least 10 days' prior notice that Client's account is overdue, in accordance with Section 12.4, before suspending Services to Client. Leonardo reserves the right to inform the Client Hotel's chain, representation company and/or management company if the Client account becomes past due.

9.6 Taxes. Vizlly Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client's purchases hereunder. If Leonardo has the legal obligation to pay or collect Taxes for which Client are responsible under this Section, Leonardo will invoice Client and Client will pay that amount unless Client provides Leonardo with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Leonardo is solely responsible for taxes assessable against Leonardo based on its income, property and employees.

9.7 Future Functionality. Client agrees that Client's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Leonardo regarding future functionality or features.

ARTICLE 10 CONFIDENTIALITY

10.1 Confidentiality. Prior to and during the Term, the parties have exchanged and may continue to exchange Confidential Information (as defined below). The parties acknowledge that all rights to the Confidential Information are reserved by the disclosing party, and the receiving party may not disclose the Confidential Information to anyone other than to such party's employees, agents, independent contractors, licensees, officers, directors and professional advisers (collectively, "Personnel") with a need to know and who have been advised of the obligations stated herein to protect the Confidential Information; provided, further, that (a) neither party may disclose any Confidential Information to any competitor of the disclosing party or use the Confidential Information other than to perform its obligations in the Agreement, without the prior written consent of such disclosing party and (b) the receiving party will ensure that its Personnel comply with the Agreement and these Terms of Service and their respective nondisclosure agreements. Notwithstanding the foregoing, either party may disclose the Confidential Information if and to the extent required by applicable law or valid court order, so long as the receiving party promptly advises the disclosing party of the required disclosure prior to the submission of information to any third party or federal, state or local governmental agency, and uses all reasonable efforts to narrow the scope of such disclosure. For purposes of this paragraph, "Confidential Information" means any non-public information provided by the disclosing party to the other party (which for greater certainty, shall not include any Client Content that is available for publishing and/or distribution), including, without limitation, the terms and conditions of the Agreement, business plans, product plans, marketing strategies, and other sensitive business information not generally known to others in the same industry and which may confer some competitive value on the disclosing party. Notwithstanding the foregoing, "Confidential Information" shall not in any event include information or material that: (a) was in the public domain when communicated to the receiving party; (b) enters the public domain through no fault of the receiving party; (c) was in the receiving party's possession free of any obligation of confidence when communicated to the receiving party; (d) is rightfully communicated to the receiving party by a third party free of any obligation of confidence to the disclosing party; or (e) is developed by or on behalf of the receiving party independently of and without reference to any of the disclosing party's Confidential Information. The receiving party will notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of the Agreement by the receiving party. The receiving party will cooperate with the disclosing party in every reasonable way to

help the disclosing party regain possession of such Confidential Information and prevent its further unauthorized use. The receiving party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the disclosing party's written request. The receiving party acknowledges that disclosure or use of Confidential Information in violation of the Agreement could cause irreparable harm to the disclosing party for which monetary damages may be difficult to ascertain or an inadequate remedy. The receiving party therefore agrees that the disclosing party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement. The receiving party's obligations with respect to the Confidential Information will survive for two (2) years following termination of the Agreement. In the event that any legal action is commenced by the Leonardo Indemnified Parties to enforce the indemnification and defense obligations of ARTICLE 7, then it is agreed that the Confidentiality provisions recited herein shall not apply to preclude allegations and proof regarding the content of this Agreement as it would relate to those indemnification and defense obligations.

10.2 Public Disclosure. Each of Client and Leonardo will be entitled to publically identify Client as a Leonardo customer and Vizlly Service user.

ARTICLE 11 TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date Client first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. The term of each subscription ("Term") shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription Term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless Leonardo has given Client written notice of a pricing increase at least 60 days before the end of that prior Term, in which case the pricing increase will be effective upon renewal and thereafter.

11.3 Termination.

(a) A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(b) Client may also terminate this Agreement in the circumstances and as described in Section 3.3(b).

(c) If this Agreement is terminated by Leonardo in accordance with Section 11.3(a), Client shall be responsible for payment of an Early Cancellation Fee calculated as provided in Section 11.4.

(d) If this Agreement is terminated by Client in accordance with Section 11.3(a) or 11.3(b), Leonardo will refund Client any prepaid fees covering the remainder of the Term of all Order Forms after the effective date of termination. In no event will termination relieve Client of Client's obligation to pay any Fees payable to Leonardo for the period prior to the effective date of termination.

11.4 Early Termination for Convenience. Client may terminate the Agreement at any time during the Term for convenience subject to payment of an early cancellation fee ("Early Cancellation Fee"). The applicable Early Cancellation Fee will be the amount, if any, that would be owed by Client under the Agreement if the Agreement was to continue in force until the end of the then current Term.

11.5 No Cancellation of Agreement Upon Client Hotel Ownership or Brand Change. Nothing in the Agreement will give the Client the right to terminate or otherwise cancel the Agreement in the event of a change in any Client Hotel's brand, ownership, management or other similar event, including any event that would render the Client Content being distributed by Leonardo on its behalf obsolete. In any such event, the Client must either:

(a) ensure that the new owner, management company, or other entity responsible for the Client Hotel and ongoing operations thereof (the "Transferee") assumes all of the Client's obligations under the Agreement with respect to such Client Hotel; or

(b) if the Client Hotel wishes to suspend or terminate the Vizlly Services being provided by Leonardo under the Agreement, the Client or Client Hotel will be responsible for Early Cancellation Fee as calculated in Section 11.4.

11.6 Client Content Portability and Deletion. Upon request by Client made within 30 days after the effective date of termination or expiration of this Agreement, Leonardo will make the Client Content available to Client for export or download as provided in the Documentation. After that 30-day period, Leonardo will have no obligation to maintain or provide Client Content and will thereafter delete or destroy all copies of Client Content in Leonardo's systems or otherwise in Leonardo's possession or control as provided in the Documentation, unless legally prohibited.

11.7 Surviving Provisions. The following Articles and Sections of this Agreement will survive will survive any termination or expiration thereof: Articles ARTICLE 5,ARTICLE 7,ARTICLE 8,ARTICLE 9, and Sections 4.4, 6.3, 10.1,12.1, 12.2, 12.3, 12.5, and 12.6.

ARTICLE 12 GENERAL

12.1 Agreement to Governing Law and Jurisdiction. The Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties agree that any claims, disputes or questions arising out of or in relation to the Agreement will be submitted to the jurisdiction of the courts of the Province of Ontario. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

12.2 Waiver of Jury Trial. Client hereby waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

12.3 Admissibility of Electronic Documents. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

12.4 Manner of Giving Notice.

(a) Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Leonardo is not responsible if any email notice gets caught by Client's SPAM filter and Client does not see it, if Client has failed to update their email Address or if there are other communications issues that prevent email from reaching Client.

(b) Billing-related notices to Client shall be addressed to the relevant billing contact designated by Client. All other notices to Client shall be addressed to the relevant Services system administrator(s) designated by Client or to the Person who signed the Client's Order Form(s).

(c) All notices to Leonardo shall be addressed to the attention of "Office of the Chief Financial Officer of Leonardo".

(d) Leonardo may also provide notices of changes to this Agreement, changes to the Services or other matters by displaying notices or links to notices to Client generally on the Service.

12.5 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.6 Third-Party Beneficiaries. Leonardo's Content licensors and its VNetwork Channels shall have the benefit of Leonardo's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

12.7 Waiver. No waiver of any term or condition of the Agreement shall be enforceable unless it is in writing and signed by the party against whom it is sought to be charged. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy. The waiver by either party of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not operate or be construed as a waiver of any subsequent breach or of any other covenant, condition or agreement contained in the Agreement. CLIENT AND LEONARDO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

12.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Leonardo will refund to Client any prepaid fees covering the remainder of the Term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 Entire Agreement.

(a) Subject to Section 12.9(b), this Agreement is the entire agreement between Client and Leonardo regarding Client's use of Services and Vizlly Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

(b) Client may be subject to additional terms and conditions that may apply when Client uses any particular Services and/or specific third-party Content or third-party software as part of the Services. In such case, Client will be required to accept such additional terms and conditions by clicking a box indicating Client's acceptance online before being able to access or use such Services, Content or software. Upon such acceptance those terms and conditions will become part of the Agreement.

12.10 Amendment. Except as provided in Section 3.3, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed (or, in the case of Client, accepted by clicking a box indicating Client's acceptance online) by the party against whom the modification, amendment or waiver is to be asserted.

12.11 Severability. If any provision of this Agreement or any incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect.

12.12 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

Appendix 1

Service Level Agreement

1. **Defined Terms.** All capitalized terms used in this Appendix which are not otherwise defined herein have the respective meanings ascribed thereto in the Agreement to which this Appendix is attached.

2. **Service Levels.** Leonardo will, using its and its Service Providers' (as defined below) computer systems, servers and other information processing, transmission (including telecommunications connections) and storage systems, make the Vizlly Services available on demand over the Internet on a twenty four (24) hour a day, seven (7) day a week basis, in a manner consistent with the service levels ("Service Levels") set forth in Section 3.

3. **Service Availability.**

   (a). *Vizlly Availability.* The Vizlly web-based access interface and systems ("Vizlly") (as opposed to any Published Elements hosted by Leonardo which are covered in Section (b) below) will be available to users a minimum of ninety nine percent (99%) of the time during each year of the Term (any time when the Vizlly is not available to users being referred to herein as "Vizlly Downtime"), except for Vizlly scheduled maintenance ("Scheduled Downtime") scheduled by Leonardo or by Leonardo's Service Providers in accordance with the commercial arrangements between such Service Providers and Leonardo. For greater certainty, any Vizlly Downtime will not impact the availability of (i) any Published Elements or (ii) Client Content to/on the VNetwork.

   (b). *Hosted Content Availability.* Any Client Content or Published Elements which are hosted by Leonardo ("Hosted Content") will be publicly available to users a minimum of ninety nine point nine percent (99.9%) of the time during each year of the Term. The maximum time during which Hosted Content will not be publicly available to users ("Hosted Content Downtime") in any twenty four (24) hour period will not exceed thirty (30) minutes, except for Scheduled Downtime scheduled by Leonardo's Service Providers.

   (c). *Hosted Content Response Time.* The mean response time for server response to all invokes of Hosted Content will not exceed two (2) seconds as measured by Keynote Systems.

   (d). *Scheduled Downtime.* "Scheduled Downtime" will occur only during off-peak hours between 12 AM and 6 AM (Eastern Standard Time) on Saturday and Sunday mornings. Each maintenance outage shall not exceed three hours, and there will be a maximum of two outages per month. Any Scheduled Downtime which occurs during such off-peak hours will not be taken into account in determining Service Levels.

   (e). *Service Providers.* The parties agree that Leonardo may, at its option, engage the services of third party service providers (the "Service Providers") in the provision of Leonardo hosting and delivery services; provided, however, that Leonardo shall continue to be responsible for maintaining the standards and level of performance, including all Service Levels, set forth in this Section 3.

4. **Security.** Leonardo will prevent unauthorized access to any databases or other sensitive material generated from or used in conjunction with the Vizlly Service, and Leonardo will promptly notify the client in writing of any known security breaches or potential security breaches.

5. **Disaster Recovery.** Leonardo will maintain backup disaster recovery systems to ensure the continuous operation of the Vizlly Service and that the Client has access to the Vizlly Service and its data, information, records, and systems, in each case, with minimal disruptions or delays.

6. **Backups.** Leonardo will maintain a complete and current backup copy of any Client Content stored in Vizlly ("Backup Materials") and use commercially reasonable means to ensure that such Backup Materials are safeguarded against destruction or other data corruption. If access or service is interrupted to any Client Content or to any portion thereof, the appropriate Backup Materials will be activated within four (4) hours to minimize disruptions.

7. **Failover.** Leonardo will operate redundant systems to provide continuous access to the Vizlly Service in the event of a hardware failure.

8. **Solution Infrastructure 24/7/365 Support.** Leonardo will provide the Client with 24/7/365 Vizlly Service infrastructure support throughout the Term of the Agreement. This means that Leonardo servers and other infrastructure utilized for the solution are monitored 24 hours each day, 7 days per week, including the Vizlly production database and web servers, content and application servers, routers, switches, load balancers and firewalls (collectively the "Solution Infrastructure"). Should something cause the Solution Infrastructure to stop working, thereby rendering the Solution unavailable, a message will be sent within one minute to Solution Infrastructure support personnel. Leonardo will then follow standard company escalation procedures to investigate and rectify the problem as quickly as possible.

9. **Service Support.** Leonardo will provide telephone, e-mail and/or online support portal service support to the Client in accordance with the specifications included in the Vizlly Services subscribed for by the Client. Any such support will be provided through Leonardo's Client Support Centre and will be subject to the response times applicable thereto under the specifications of the purchased Vizlly Services subscribed for by the Client. The Client Support Centre is open on Canadian and U.S. business days ("Business Days") from 6:00 a.m. to 9:00 p.m. Eastern Time ("Business Hours").

10. **Service Levels Remedies.** In the event that Leonardo fails to provide the Service Levels then:

(a). In the case of Vizlly availability:

(i) if Vizlly is not available to users at least 99% (but not less than 98%) of the time during any six month period during the Term, the Client will be entitled to receive from Leonardo a credit of one twentieth (1/20) of the annual Vizlly Fee;

(ii) if Vizlly is not available to users at least 98% (but not less than 97%) of the time during any six month period during the Term, the Client will be entitled to receive from Leonardo a credit of one twelfth (1/12) of the annual Vizlly Fee;

(iii) if Vizlly is not available to users at least 97% of the time during any six month period during the Term, the Client will be entitled to receive from Leonardo a credit of one eighth (1/8) of the annual Vizlly Fee; and

(iv) if Vizlly is not available to users for:

I. more than five (5) consecutive Business Days,

II. at least 94% of the time during any four month period during the Term, or

III. at least 96% of the time during any six month period during the Term,

Client will be entitled to immediately terminate the Agreement upon written notice to Leonardo in which case Leonardo will refund the Client any Vizlly Fees paid with respect to the period after the termination.

(b). In the case of Hosted Content availability:

(i) if the Hosted Content is not available to users at least 99.9% (but not less than 99.7%) of the time during any six month period during the Term, the Client will be entitled to receive from Leonardo a credit of one twentieth (1/20) of the annual Vizlly Fee;

(ii) if the Hosted Content is not available to users at least 99.7% (but not less than 99.2%) of the time during any six month period during the Term, the Client will be entitled to receive from Leonardo a credit of one twelfth (1/12) of the annual Vizlly Fee;

(iii) if the Hosted Content is not available to users at least 99.2% of the time during any six month period during the Term, the Client will be entitled to receive from Leonardo a credit of one eighth (1/8) of the annual Vizlly Fee; and

(iv) if the Hosted Content is not available to users for:

I. more than two (2) consecutive days,

II. at least 97.5% of the time during any four month period during the Term, or

III. at least 99.0% of the time during any six month period during the Term,

IV. the Client will be entitled to immediately terminate the Agreement upon written notice to Leonardo in which case Leonardo will refund the Client any Vizlly Fees paid with respect to the period after the termination.

(c). For greater certainty:

(i) the foregoing remedies will be the only remedies available to the Client with respect to a failure by Leonardo to provide the Service Levels; and

(ii) in no event Leonardo be liable for any failure to meet the Service Levels due to causes or circumstances beyond its reasonable control and without its fault or negligence, including, but not limited to, Acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, acts of Canada, or any province, territory or political division of Canada, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes (hereinafter referred to as a “Force Majeure Event”). In the event that any such failure or delay continues for a period of more than fifteen (15) days from the commencement of the Force Majeure Event, the Client may immediately terminate the Agreement upon written notice to Leonardo.

(d). To be entitled to any of the remedies listed in this Section, the Client must provide written notice to Leonardo within thirty (30) days of the occurrence giving rise to the right to such remedies.