

RESNET WORLD – STANDARD TERMS & CONDITIONS

The following terms and conditions are applicable to services provided by ResNet (as defined below), and shall be incorporated by reference into any agreement entered into between ResNet and a customer (hereinafter, the “Customer”).

These terms and conditions were last revised on June 23, 2018 and are subject to change in accordance with section 15 below.

1. DEFINITIONS

Terms used in these Standard Terms or in the Services Agreement (as defined below) shall have the following meanings unless otherwise specified:

“**Agreement**” means the Services Agreement and the Standard Terms, which are incorporated into the Agreement by reference;

“**ResNet**” means the entity with which the Customer has contracted in the Services Agreement, which may be either ResNet Services DMCC or ResNet Services India Pvt. Ltd., as the case may be;

“**Services Agreement**” means the master Services Agreement entered into between the Customer and ResNet, pursuant to which ResNet shall provide services to the Customer as set forth therein;

“**Standard Terms**” means these Standard Terms & Conditions;

“**USD**” or “**\$**” means United States dollars.

2. SERVICES

Note: Each sub-section below in this section 2 shall only apply to those services selected by the Customer in the Services Agreement. All other sub-sections shall be deemed not to be a part of these terms and conditions.

ResNet shall provide services to Customer as set forth in the Services Agreement. With respect to services selected by the Customer, the following terms and conditions shall apply:

2.1 Reservation Services – If the Customer has selected any reservation services, an initial set-up fee and an annual representation fee will be charged, as set forth in the Services Agreement. These fees are separate and cumulative. Annual representation fees are payable in advance for the entire year and are non-refundable.

2.2 Hotel Website Booking Engine – With respect to selected website booking engine services, ResNet will provide the Customer with an Internet booking engine. ResNet will deliver to the Customer any reservations, modifications and/or cancellations that are generated by the ResNet system on a daily basis via e-mail. Reservations (including GDS reservations) may also be processed by fax, at a cost per reservation equal to \$1.00 (or the equivalent in local currency). With respect to the Price Check tool, ResNet shall not be responsible for the accuracy of any information provided.

2.3 Voice Reservation – With respect to selected Voice Reservation services, the Customer agrees that it

must provide a dedicated phone line, at the Customer’s cost, to utilize the services.

2.4 GDS/ODD – With respect to selected GDS/ODD services, ResNet will provide exclusive representation for the Customer in Sabre, Galileo, Worldspan and Amadeus Global Distribution Systems (collectively the “GDS”), and Pegasus (“ODD”) Internet sites. ResNet reserves the right to establish links with other Internet sites in addition to discontinuing links with Internet sites. ResNet will deliver to the Customer any reservations, modifications and/or cancellations that are generated by the ResNet system on a daily basis via e-mail. ResNet requests that the Customer include ResNet’s system access code (“YX”), as well as the Customer’s booking codes on all new hotel brochures, advertisements, hotel e-mails, in-room guest collaterals, official hotel correspondences, travel agent-oriented and other marketing collaterals. ResNet from time to time has the right to pass through any increases in GDS transaction fee costs to the Customer with a written notice provided to the Customer 30 (thirty) days prior to the date of increase. ResNet reserves the right to make available listed room rates on a revolving 365 (three hundred and sixty-five) day schedule unless room rates are changed by the Customer.

2.5 OTA Connectivity – With respect to selected OTA Connectivity services, the Customer agrees that: (i) a PMS interface between the Customer’s PMS and the ResNet CRS is preferred prior to activation to receive the maximum benefit of the service including reservation delivery services directly into the PMS; (ii) the Customer will be charged for the aforementioned PMS interface; (iii) the Customer may be required to provide copies of OTA contracts as may be requested to implement OTA Connectivity Service; and (iv) the customer will work with ResNet support personnel to set up rates in ResNet CRS according to the instructions provided by each connected OTA.

2.6 Guest Connect Upsell – With respect to selected Guest Connect Upsell services, the Customer agrees that once an Upsell sale has been confirmed, the Customer will be responsible for paying ResNet the corresponding fee, regardless of subsequent changes to the reservation, unless the reservation is validly cancelled.

2.7 Revenue Specialist – A dedicated revenue specialist shall be provided by ResNet in connection with all reservation services, providing the following:

- support available through support@resnetworld.com from Monday through Saturday;
- video training links provided on request;
- one-time full audit to be provided by the Revenue Development Department for the following:
 - (a) developing and/or fine-tuning the property’s online strategy;
 - (b) GDS rate and content audit including screen shots from the GDS;
 - (c) promoting the Customer through a best-practices package and promotional offerings through GDS and website booking engine;
 - (d) advising the Customer on how to increase targeted traffic to brand.com;
 - (e) rate party review;
 - (f) TripAdvisor.com review.

Note that items (a) and (b) above are applicable to Customers purchasing GDS services, with the remaining items being applicable to Customers purchasing website booking engine services.

2.8 e-Mail Marketing – With respect to selected e-Mail marketing services, the Customer agrees that: (i) it shall be the responsibility of the Customer to ensure that all recipients in its e-mailing list have consented to the receipt of any distributions; (ii) ResNet reserves the right to decline to send messages that may be qualified as unsolicited e-mail (“spam”), even if the recipient is in the Customer’s mailing list; (iii) ResNet reserves the right to decline to send messages that contain unlawful, objectionable or otherwise inappropriate material; and (iv) any purchase of credits for e-mail marketing shall be non-refundable, and any lapse of credits shall be definitive. Pricing for development of electronic marketing materials designed to be sent to the Customer’s e-mailing list shall be as set forth in the Services Agreement. Pricing for the use of ResNet’s online tools and ResNet’s server in order to distribute messages to the Customer’s e-mailing list shall be based on the number of individual e-mail credits purchased by the Customer, as set forth in the Services Agreement, it being specified that credits will remain valid for 1 (one) year from their date of purchase, following which they shall lapse. Distribution of e-mails to the Customer’s e-mailing list shall be limited to a maximum of 2 (two) batches per calendar month.

2.9 Internet Marketing – With respect to selected Internet marketing services, the Customer shall indicate to ResNet its intended total investment per quarter for each component of Internet marketing. Neither ResNet nor any of its affiliates guarantee any results (e.g., ranking on Google) as such results are not under ResNet’s direct control and search engines have a final say in such matters. However, ResNet commits to working in accordance with industry standards, in an ethical manner, and with the latest, most up-to-date technical measures in order to provide the Customer with the desired results in the desired timeframe. ResNet will work to the best of its ability with respect to following the rules of search engine optimization, which includes content information and various technical means of promoting the Customer’s website. ResNet will make its best efforts to correct any technical errors immediately, but in no event will ResNet be held liable for any penalties of any kind for such errors. Pricing for Internet marketing shall be a quarterly fee as set forth in the Services Agreement.

2.10 PMS Interface – With respect to selected PMS Interface services, the Customer agrees that: (i) enhanced two-way integration is included in the services; (ii) it is Customer’s responsibility to ensure, prior to implementation, that their PMS vendor is recognised as a ResNet PMS interface partner; and (iii) ResNet can only provide enhanced PMS Interface services to selected PMS vendors where the interface is available.

2.11 RFP Processing – With respect to selected RFP processing services, the Customer agrees that the services do not include individual consortia program costs, which are billed separately through the consortia programs themselves.

2.12 Website Development – With respect to selected website development, ResNet undertakes to develop a website (the “Website”) for the Customer. With respect to the initial cost of the Website, the Customer shall pay the down payment indicated in the Services Agreement immediately upon executing the Agreement, and the remainder upon completion of the Website. To the extent that any other website development fees are specified in the Services Agreement, such other fees shall be invoiced in advance on an annual basis, and paid promptly by the Customer. Any hosting fees shall also be invoiced in advance on an annual basis as specified in the Services Agreement, and paid promptly by the Customer. Moreover, the Customer acknowledges that the following terms and

conditions shall apply with respect to the Website: (i) ResNet’s development of the Website shall be subject to the Customer providing professional-quality photographs of its property required for the successful development of the Website, as well as any other information or materials reasonably requested by ResNet; (ii) ResNet shall be under no obligation to provide hosting services with respect to the Website, unless such services are purchased separately by the Customer; (iii) the Website shall be developed by ResNet in accordance with its best standards of quality and available features for equivalent websites, as per ResNet’s practice, and ResNet may provide, at additional cost, supplementary features for the Website if so requested by the Customer; (iv) all development of the Website shall be subject to the proposal provided to the Customer; (v) a warranty period of 3 (three) months after completion of the Website shall be provided for fine-tuning, during which time any issues raised by the Customer shall be addressed free of charge (and following which time any changes shall be subject to additional charges); and (vi) in the event that the Customer’s website development project requires additional work, multiple design drafts, or repeated changes which significantly increase the work typically required of ResNet, then the Customer agrees that ResNet shall be entitled to charge additional fees in proportion to such work.

2.13 Website Maintenance – With respect to selected website maintenance, the Customer agrees that: (i) the maintenance fee quoted by ResNet shall be payable in advance and upon each renewal of the service should the Customer elect for renewal; (ii) website maintenance shall include a maximum of 10 (ten) hours for updating text, updating photos/images, creating small icons/graphics to improve the presentation of the text, creating additional pages that fit within the CMS (where no coding is required), and changing/updating the background image; (iii) security maintenance shall be included and shall comprise monthly alerts for a down website, complete website backup, and alerts for Trojan/virus attacks; and (iv) any part of the ten-hour credit that remains unused for 12 (twelve) months after purchase shall lapse.

2.14 Website Hosting – With respect to selected website hosting, the Customer agrees that: (i) ResNet shall make its best efforts to provide the highest uptime for the Customer’s website, but does not guarantee any specific level of uptime; (ii) the servers used by ResNet for hosting and the IP addresses assigned to any particular website are subject to change at any time; (iii) ResNet reserves the right to decline to host or to remove from a website any content that contains unlawful, objectionable or otherwise inappropriate material; (iv) the Customer shall be subject to maximum storage limits set by ResNet from time to time; and (v) it shall be the Customer’s responsibility to ensure that it has independent and archival backup copies of any content hosted by ResNet, and in no event shall ResNet be responsible for the loss of any such content whether due to network or server failure, viruses or malware, hacking or any other cause. Pricing for website hosting shall be an annual fee as set forth in the Services Agreement.

The pricing described in the Agreement does not include third party costs (e.g., purchase of imagery, content, or third party apps). For any pricing in United States dollars that is paid in UAE dirhams, the applicable exchange rate shall be 3.672 dirhams per dollar. For any pricing in United States dollars that is paid in other currencies, the applicable exchange rate shall be the spot rate on or around the invoice date (i.e., the spot rate applied may be taken a few business days prior or subsequent to the actual invoice date).

3. CUSTOMER'S OBLIGATIONS

3.1 With respect to booking engine and GDS/ODD services, the Customer is required to provide complete information about the Customer electronically via the ResNet Internet site or through the ResNet revenue specialist. It is also agreed that ResNet has the right to book reservations for the Customer at all times that the Customer is open for business at the same rates available at the Customer, unless the Customer has sent close out instructions to ResNet via the ResNet Internet site or through the ResNet revenue specialist. For each reservation generated for the Customer, ResNet will forward the travel agent information where applicable to the Customer with4.4 the reservation.

3.2 With respect to reservation services, it is the Customer's sole responsibility to provide ResNet with current and accurate information regarding cancellation policies, minimum stay requirements, rates, availability, amenities, location, or any other information that may reflect the current positioning of the Customer. With respect to all other services, the Customer shall be required to supply any information reasonably requested by ResNet4.5 for the purposes of allowing ResNet to perform its obligations under the Agreement, including an up-to-date e-mailing list as required.

3.3 It is the Customer's sole responsibility to ensure that any information provided to ResNet is current, accurate, lawful and not inappropriate.

3.4 It is the Customer's sole responsibility to keep the holder of a confirmed reservation (or their agent or representative) informed of any developments affecting the reservation.

3.5 Should the Customer fail to perform its obligations as set forth in this section 3, ResNet will not be held responsible for any liability or other expense arising from such action, and the Customer will indemnify ResNet for any liability or expense incurred (including attorney's fees and expenses) resulting therefrom.

4. INVOICING

4.1 With respect to reservation services, ResNet will invoice the Customer monthly for all reservations based on the departure date of the guest. Upon receipt of the previous month's booking details, by the 10th (tenth) day of each month, the Customer shall reconcile the booking details for reservation fees and notify ResNet of any modifications to such booking details, by the 18th (eighteenth) day of each month (with the exception of pass-through fees, such as GDS or other third party transaction fees), after which the Customer shall be deemed to have waived any and all rights to adjust fees for no-show reservations or cancelled reservations. On the basis of the foregoing, ResNet shall subsequently send the Customer an invoice.

4.2 ResNet will charge the Customer in accordance with the pricing set forth in the Services Agreement and in these Standard Terms (with any special pricing described in the Services Agreement taking precedence over the pricing in these Standard Terms). Fees for services other than booking engine and GDS/ODD shall be invoiced in advance on an annual basis (or quarterly basis in the case of Internet marketing), based upon the services requested by the Customer, and shall be paid promptly by the Customer. Should the Customer elect to purchase additional services, it shall be required to pay increased, prorated fees to ResNet in advance. Website development services shall be billed as set forth in the Services Agreement and these Standard Terms. Pricing shall be in United States dollars

unless the Customer selects otherwise in the Services Agreement, in which case pricing in the Customer's selected currency shall be set forth in a separate pricing annex. Such annex may be updated periodically to reflect currency exchange values, and any such updates shall be notified to the Customer by ResNet

4.3 If requested by the Customer, ResNet will invoice to the Customer travel agent commissions due to the travel agent, and will promptly remit to the travel agent any payments received in this respect. Fees associated with this service are set forth in the Services Agreement.

Commission payments on rates designated as commissionable should be paid by the Customer within 30 to 60 days of the guest's departure. It is the Customer's sole responsibility to assign commission values and designate all GDS rates as either commissionable or non-commissionable in the GDS extranet. ResNet reserves the right to suspend the Customer's GDS connectivity without notice if commission payments are not made to booking agents within the specified time period.

All invoices from ResNet are due and payable at the end of the month in which the invoice is received and for reservation services a copy of the detail with noted reconciled corrections must be included with payment. Should the guest cancel or fail to arrive (no-show), and such guest is under penalty from the Customer regarding the Customer's cancellation policy, the Customer will pay ResNet the commission and booking fee. ResNet may send invoice reminders when the due date is approaching or has passed.

4.6 **Penalty for late payment of invoices** – With respect to any invoice that remains unpaid (in whole or in part) after its due date, the Customer agrees that ResNet shall (i) following the due date, consider that the Customer is in breach of the Agreement, and charge the Customer a penalty to be determined at ResNet's discretion (which shall not be greater than the amount of the initial set-up fee for Reservation Services as specified in the Services Agreement); (ii) 30 (thirty) days after the due date, immediately suspend representation of and services to the Customer in all areas (including suspension of reservation services, suspension of work on and general access to the Customer's website, and suspension of any other services), with reinstatement of services being subjected to a re-activation fee equal to the amount of the initial set-up fee for Reservation Services as specified in the Services Agreement; and (iii) 60 (sixty) days after the due date, immediately terminate the Agreement and initiate legal proceedings against the Customer for recovery of all unpaid amounts (including late penalties). The Customer shall bear sole responsibility for the consequences of any actions taken by ResNet in accordance with this paragraph.

4.7 All transactions under the Agreement are payable to ResNet's offices (in Dubai, or in India, as the case may be), in the reference currency specified in the Services Agreement, unless ResNet and the Customer agree otherwise. Any fees ResNet incurs in the collecting of past due amounts including attorney's fees, expenses and court costs shall be the responsibility of the Customer. With respect to any payment, the Customer shall ensure that the net amount actually received by ResNet corresponds to the amount invoiced by ResNet and due by the Customer, and in this context any bank wiring fees, credit card fees, or similar costs shall be the responsibility of the Customer. All wire transfers made to ResNet by the Customer must specify SWIFT instruction "OUR" (i.e., the Customer to bear all transfer charges) or the equivalent if a non-SWIFT transfer.

5. TERM & TERMINATION

5.1 The duration of the Agreement will be for a period of 1 (one) year from the date of execution. The Agreement will renew itself for a further period of 1 (one) year from each anniversary of execution or renewal unless either party gives at least 90 (ninety) days' notice, in writing, in advance of the scheduled renewal date.

5.2 With respect to booking engine and GDS/ODD services, the Agreement may also be terminated at any date falling at least 6 (six) months after the date of execution of the Agreement if either party gives notice in writing at least 90 (ninety) days prior to such date.

5.3 In circumstances where ongoing services (other than booking engine and GDS/ODD services) are provided by ResNet and the Customer does not deliver notice of non-renewal at least 90 (ninety) days prior to the scheduled renewal date, the Agreement shall be renewed for an additional year, and the Customer shall be liable for the payment of fees for the entire term. Any such notice of non-renewal must be accompanied by payment in full of fees for the remainder of the term with respect to such ongoing services. Notwithstanding the foregoing, with respect to fees for initial development of a website, in the event of termination of the Agreement the Customer shall only be liable for compensating ResNet for all work done to date, plus 50% (fifty percent) of remaining fees.

5.4 ResNet may immediately suspend representation of and services to the Customer upon 30 (thirty) days' written notice to the Customer of a violation of any of the terms of the Agreement. Violation can include non-payment of any amounts (including travel agent commissions) when due. The Customer may terminate the Agreement upon 30 (thirty) days' written notice to ResNet of a breach in the terms of the Agreement. In each case, the Agreement will not be terminated if the cause for breach by either party is corrected within the 30 (thirty) day written notice period.

5.5 Upon any termination or cancellation of the Agreement, ResNet and the Customer agree to perform their respective obligations hereunder through and until the effective date of termination or suspension. In any case, the Customer shall remain liable for all amounts due to ResNet pursuant to the Agreement notwithstanding the termination of the Agreement, and the Customer agrees to pay ResNet all such amounts within 30 (thirty) days from termination.

5.6 Upon termination and if applicable, ResNet will provide the Customer with a final invoice including all future reservations payable to ResNet within 30 (thirty) days of receipt of invoice. ResNet will allow the Customer the standard allowance, of 5% (five percent) adjustment to the final billing for reservation no-shows and cancellations.

6. INTELLECTUAL PROPERTY & MEDIA

6.1 The Customer shall retain the copyright to any data, graphic designs or artwork provided to ResNet under the Agreement, and the Customer grants ResNet the right to use such material for such purposes. The copyright to any data, graphic designs, artwork or templates prepared by ResNet for the Customer will become a copyrighted property of the Customer, following payment of all fees by the Customer and a copyright release by ResNet.

6.2 All media delivered by the Customer to ResNet shall be provided as follows: (i) if text, in electronic format (ASCII text files delivered via e-mail or through the online order form); and (ii) if photographs or other graphics, in electronic format (JPEG file format delivered via e-mail).

7. ADDITIONAL WORK & FEE CHANGES

7.1 In the event that any of the Customer's services or projects require additional work or services not agreed upon in the Agreement, or in the event that the Customer requires multiple design drafts or repeated changes which would significantly increase the work required of ResNet, then the parties shall agree together to revise the pricing of the relevant services accordingly.

7.2 Third-Party Vendor fees – Any increase in third-party vendor fees (e.g., Sabre, Galileo, Worldspan, Amadeus and Pegasus) charged to ResNet as a direct result of its delivery of the services described in the Agreement may be passed through to the Customer following the increase.

7.3 Annual increase – Upon each anniversary of the execution or renewal of the Agreement, any fees charged pursuant to the Agreement or any addendum or amendment to the Agreement (other than one-time and third-party vendor fees and costs) may be increased by ResNet by a mutually agreed percentage.

8. INDEMNITY

The Customer will indemnify and hold ResNet and its affiliates and suppliers, including without limitation their respective officers, directors, shareholders, partners, employees, and agents (collectively the "ResNet Group"), harmless from any liability that may be incurred with respect to third parties in connection with ResNet providing services to the Customer under the Agreement or taking any reservations for the Customer as contemplated by the Agreement. The Customer agrees to honour, or cause to be honoured, any reservations confirmed to ResNet based upon the information the Customer has supplied to ResNet. Should any reservations taken by ResNet not be honoured by the Customer, any and all liability will be the responsibility of the Customer and the Customer shall indemnify and hold the ResNet Group harmless from any and all such liability. Such liability shall include, without limitation, any payments by the ResNet Group made to, or settlement with, any holder of a reservation with respect to a claim that Customer failed to honour a reservation (in whole or in part), it being specified that ResNet shall be under no obligation to make any such payments or settlements. The Customer accepts full responsibility for obtaining comparable alternative accommodations for reservations confirmed by ResNet in accordance with the Agreement. Room rate differences and additional transportation costs incurred by such guest are the responsibility of the Customer.

9. RELATIONSHIP OF THE PARTIES

By entering into the Agreement, ResNet and the Customer do not intend to create any relationship of employment, partnership, or joint venture, and at no time shall ResNet position itself as affiliated with the Customer in any way other than as an independent contractor for the provision of services described herein.

10. CONFIDENTIALITY

All terms and conditions of the Agreement are to be kept confidential. Disclosure of any of the information contained herein may be cause for immediate termination. ResNet will refuse to provide any information relating to the Customer requested by any third party without first obtaining the Customer's written approval (unless such disclosure is required by law).

11. FORCE MAJEURE

Neither ResNet nor the Customer shall be liable for any failure to perform any of its obligations under the Agreement, if such failure is caused by force majeure (including, without limitation, war, natural disaster, or any other cause that is outside the scope of control of ResNet and the Customer). In such cases, each of ResNet and the Customer agrees to make its best efforts to remedy the breach and to mitigate any damages that would be caused to ResNet or the Customer. This paragraph shall not apply to payment obligations arising under the Agreement.

12. LIMITATION OF LIABILITY

ResNet shall not be liable for any indirect, special or consequential damages, or for any loss of revenue, profits or data, arising out of or in connection with the Agreement, even in cases where ResNet has been advised of the possibility of such damages. Furthermore, ResNet's aggregate liability arising out of or in connection with the Agreement shall not exceed the lesser of (i) the total fees received by ResNet to date under the Agreement, and (ii) \$7,000 (seven thousand U.S. dollars).

13. NOTICES

All notices, requests, demands and other communications provided for in or pursuant to the Agreement shall be made in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or upon receipt if transmitted by post, facsimile, electronic mail or any other means, addressed (in any case) as indicated in the Services Agreement.

14. RELATIONSHIP TO SERVICES AGREEMENT

These Standard Terms complete and complement the provisions of the Services Agreement as required. The Services Agreement and these Standard Terms shall together form the Agreement between ResNet and the Customer. In the event that a provision of these Standard Terms is incompatible with a provision of the Services Agreement, the provision of the Services Agreement shall take precedence over the provision in these Standard Terms.

15. AMENDMENT TO STANDARD TERMS

ResNet reserves the right to amend these Standard Terms from time to time. Any amendments to these Standard Terms shall be communicated by notice to the Customer at least 30 (thirty) days prior to their taking effect. If the Customer does not object in writing to ResNet to any changes to these Standard Terms prior to the revised Standard Terms taking effect, then the Customer shall be deemed to have accepted the revised Standard Terms. If the Customer objects in writing to ResNet to any changes to these Standard Terms prior to their taking effect, then the Customer shall not be bound by the revised Standard Terms, but the Customer shall be deemed to have delivered a notice of termination and/or non-renewal to ResNet with respect to all services provided by ResNet to the Customer under the Agreement.

16. GOVERNING LAW / DISPUTE RESOLUTION

16.1 With respect to any Customer contracting with ResNet Services DMCC, (i) the Agreement shall be construed, enforced, governed, and controlled under the laws of Dubai, United Arab Emirates; and (ii) any disputes arising from the Agreement shall be finally settled by arbitration to be held in Dubai, United Arab Emirates under the Rules of Arbitration of the International Chamber of Commerce, in English, by one or more arbitrators appointed

in accordance with said rules, and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

16.2 With respect to any Customer contracting with ResNet Services India Pvt. Ltd., the Agreement shall (i) be construed, enforced, governed, and controlled under the laws of India; and (ii) any disputes arising from the Agreement shall be finally settled by arbitration to be held in Mumbai, India, under the Arbitration and Conciliation Act, 1996, in English, by a sole arbitrator appointed in accordance with said act, and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.