

## GDS Media Products

Effective as of: February 24, 2020

These Terms and Conditions apply to your Electronic Media Order placed with TravelClick, Inc. ("TC"). You are referred to as the "Customer" in these Terms and Conditions, and these Terms and Conditions are incorporated into and form part of your Electronic Media Order (collectively, our "Agreement"). TC provides electronic advertising and related services ("Electronic Advertising") for use with a variety of Products, such as Sabre PromoSpots, Sabre Hotel Spotlight, Sabre Sign-In Advertising, TravelPort Featured Property, TravelPort Headlines, Amadeus Instant Preference and Amadeus Instant Marketing Messages ("Products") via a variety of travel agency and on-line information and booking systems ("Systems") of third party Advertising Hosts including but not limited to Amadeus IT Group, S.A., Travelport LP, and Sabre Technologies Ltd. ("Advertising Hosts"). Customer desires to run an Electronic Media Campaign on one or more of the Products on one or more of the Systems as indicated on the Agreement, and agrees to comply with the following terms and conditions:

A unique promotion that runs on a particular Product and System for a specified length of time ("Electronic Media Campaign") completes when it reaches the end date, or the maximum impressions specified by Customer on the Agreement. TC will make reasonable efforts to ensure that the Customer's Electronic Media Campaign is delivered as ordered. However, at times there may be circumstances beyond the control of TC or its Advertising Hosts that could cause an Electronic Media Campaign to be over or under delivered. The value of over delivered impressions will be netted out against the value of under delivered impressions for each Electronic Media Campaign. Should a net under delivery situation occur where a customer has been prebilled by TC and the value of the impression shortfall is greater than \$300, TC will provide a "make good" Electronic Media Campaign of equal value to the impression shortfall. Customer has 30 days from the date they are notified of the shortfall to accept the make good campaign or Customer will forfeit the value of the impression shortfall. Should a net over delivery situation occur, no additional fees will be charged to the Customer.

All creative developed by TC will be submitted to Customer for approval prior to running the Electronic Media Campaign. Unless Customer has requested placement of Electronic Advertising in a shorter period of time, Customer has 72 hours to make changes and resubmit such changes to TC. In the event Customer does not notify TC within said 72 hours or before the stated start time, whichever is less, TC will consider said creative satisfactory and shall commence the Electronic Media Campaign.

Customer hereby authorizes reasonable adjustments to be made to impression allocations and ad placement as necessary to optimize delivery.

1) All orders are subject to approval and acceptance by TC or our Advertising Hosts. TC or its Advertising Hosts may disapprove or remove any Electronic Media Campaign that they consider inaccurate, inappropriate, misleading or defamatory. Customer represents and warrants that any Electronic Media Campaign submitted to TC for placement in the Systems is accurate and any reference to Customer's travel services in such Electronic Media Campaign will correspond with the information currently in the Systems (if applicable) for such travel services, including fare/rate information. Customer hereby authorizes TC or our Advertising Hosts to make reasonable adjustments to be made to impression allocations and ad placement as necessary to optimize delivery.

Customer may not re-sell or otherwise allow any Electronic Media Campaign impressions purchased under this Agreement to be used by any third party or to promote any third party's Products or services without prior approval from TC.

2) TC and its Advertising Hosts reserve the right at any time and without advance notice to Customer to inhibit any Electronic Media Campaign on a System(s) if reasonably deemed necessary by an Advertising Host to preserve the integrity or normal functioning of the System. Such interruption will only last as long as reasonable to ensure the integrity and normal functioning of the System. Advertising Hosts may modify Systems and/or Electronic Advertising features at any time as long as such modifications do not affect delivery of contracted impressions for any current Customer Electronic Media Campaign running in the System.

3) The "delivery" of an impression under the Agreement occurs when either TC or one of its Advertising Hosts sends the impression to an intended recipient. The delivery of an impression completely fulfills TC's and its Advertising Hosts' obligations regarding that impression. As with all other forms of advertising, TC and its Advertising Hosts are not obligated to see that the impression is finally received by the intended recipient. Only the measures and formulas used by TC and its Advertising Hosts to measure deliveries of impressions shall be used to measure performance by TC and its Advertising Hosts under this Agreement. No other measurements or usage statistics (including those of Customer or any third party) shall have any effect on this Agreement.

- 4) All creative developed by TC will be submitted to Customer for approval prior to running the Electronic Media Campaign. Unless Customer has requested placement of Electronic Advertising in a shorter period of time, Customer has 72 hours to make changes and resubmit such changes to TC. In the event Customer does not notify TC within said 72 hours or before the stated start time, whichever is less, TC will consider said creative satisfactory and shall commence the Electronic Media Campaign.
- 5) During the Term of this Agreement, Customer hereby grants to TC and Advertising Hosts a worldwide, royalty-free right and license to reproduce, publish and display any of Customer's trademarks, trade names, service marks, logos, graphics, artwork, text or other content provided to TC and Advertising Hosts by Customer in connection with any Electronic Advertising ("Property Marks and Content"). From time to time during the term of this Agreement, Customer shall provide any Property Marks and Content to Advertising Hosts and TC in a ready to use format or in such format as is specified by Advertising Hosts and TC. Advertising Hosts and TC may, in their reasonable business judgment, reject any Property Marks and Content that is not provided by Customer in the proper format or that Advertising Hosts or TC deem unacceptable.
- 6) Except for the express license rights granted herein, all right, title and interest in and to the Property Marks and Content shall remain in Customer. No Parties hereto shall copy, distribute, reproduce or use another other Parties' trademarks, trade names, service marks or logos ("Marks") except as expressly permitted under this Agreement. All Parties hereby acknowledge all other Parties' rights and interests in such other Parties' Marks and agrees not to claim any right, title or interest in or to such Marks or to at any time challenge such other Parties' rights in or to such Marks for any reason whatsoever. All use of any Parties' Marks and the goodwill generated thereby shall inure to the benefit of the owner of such Marks.
- 7) WITH RESPECT TO ANY AND ALL SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, NEITHER TC NOR ITS ADVERTISING HOSTS MAKE ANY, AND HEREBY DISCLAIM ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING.
- 8) Customer hereby waives and releases TC and its Advertising Hosts, and their respective affiliates, subsidiaries, successors, assigns, officers, directors, agents and employees, from any and all obligations and liabilities and all rights, claims and remedies of Customer against any one or more of them, express or implied, arising by law or otherwise in connection with the services or Products provided by TC and its Advertising Hosts hereunder, unless caused by or resulting from the gross negligence or intentional misconduct of TC or an Advertising Host. Notwithstanding the foregoing, the total liability of TC or an Advertising Host to Customer hereunder will be limited to the total amount of charges actually paid by Customer to TC for the Electronic Media Campaigns purchased under this Agreement. TC and its Advertising Hosts shall not be liable to Customer and Customer shall not be liable to TC or its Advertising Hosts for any incidental or consequential damages under any circumstances, including without limitation, lost profits, revenue or savings, or the loss of use of any data, even if the charged Party had been advised of, knew, or should have known, of the possibility thereof.
- 9) Customer hereby agrees to indemnify and hold TC and its Advertising Hosts, and their respective affiliates, subsidiaries, successors, assigns, officers, directors, agents and employees ("Indemnities") harmless from and against third-party liabilities, including, but not limited to, attorneys' fees, and other expenses incident thereto, which may be threatened against, or recoverable from TC or its Advertising Hosts from any claim by any third party as a result of or arising out of or in connection with (i) an act or failure to act of Customer in connection with this Agreement; (ii) any Customer promotion or the goods and services provided by Customer as part of any promotion; and (iii) any actions or Electronic Media Campaign taken or provided at the direction of Customer.
- 10) TC or Advertising Hosts will have the right to terminate this Agreement, prior to its expiration, in the event of a material breach of this Agreement by Customer.
- 11) This Agreement and its performance will be governed by the laws of the state of New York and the United States of America without regard to any conflicts of laws rule. The Parties hereto consent and submit to the non-exclusive jurisdiction of the state and federal courts in the state of New York, United States of America, for any matter relating to this Agreement. The Parties expressly disclaim the applicability of the United Nations Convention on the Sale of Goods.
- 12) This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, supersedes any prior understandings or agreements (whether oral or written) between the Parties regarding the subject matter, and may not be amended or modified except in

writing as mutually agreed by the Parties. This Agreement may be assigned by TC at any time, in its sole discretion, to any third person or entity without the consent of Customer.

- 13) Neither TC nor any of its Advertising Hosts shall be responsible for any delay in or failure of performance hereunder caused by acts of God, war, terrorism, government act or regulation, civil disorder, electronic or telecommunications failure, curtailment of supplies or facilities or other similar occurrence beyond such Party's reasonable control.
- 14) The language of this Agreement will be English. Any translations of this Agreement will have no effect, and both Parties agree to waive any requirement that the Agreement be written or translated into a language other than English to be valid and enforceable.