

TERMS AND CONDITIONS FOR THE KODDI PRIVATE MARKETS SERVICE

By participating in the Koddi Private Markets service (the “**Service**”), you fully agree to these Terms and Conditions (“**Terms and Conditions**”). Koddi by providing the Service to you, also agrees to these Terms and Conditions, including its obligations set forth herein. Koddi provides software and support for the Service and collects payment for the Service from you.

YOUR AUTHORITY TO USE THE SERVICE

You represent and warrant to Koddi that: (1) all information in your registration is complete and accurate; and (2) you have full power and authority to use the Service on behalf of the hotel(s) identified in your registration.

YOU ARE RESPONSIBLE FOR YOUR ADVERTISEMENTS

You agree that, as between you and Koddi, you solely are responsible for any advertisement that you submit to the Service on Google Hotel Ads, TripAdvisor, Trivago, KAYAK, Skyscanner, Wego, and any other advertising network that may be made available to you via the Service (each an “**Advertising Network**”). You represent and warrant to Koddi that: (1) each advertisement that you submit complies with all applicable laws, rules and regulations and does not violate the rights (including, but not limited to, intellectual property, privacy and publicity rights) of any third party; (2) you are fully authorized to have published any advertisement that you submit; and (3) each advertisement you submit does not violate the ad guidelines of the selected channel at the time they are submitted to Koddi.

You agree to indemnify and hold harmless Koddi, and its related companies, and each such company’s respective officers, directors, agents and employees, from and against any and all loss, liability and expense (including reasonable attorneys’ fees and costs) finally awarded against Koddi by reason of any third party claims, proceedings or suits, damages, fees, expenses, or costs, based on or arising out of your material breach of these terms and conditions and based on or arising out of any advertisement submitted by you, including, without limitation, claims for deceptive advertising, defamation, violation of rights of publicity and/or privacy, or copyright or trademark infringement, provided such advertisement was made available by Koddi in accordance with these Terms and Conditions and any applicable statement of work or media authorization form.

PAYMENT

You may pay for the Service either with a valid credit card, through invoice. All payments and bids are made in the currency you select in the Service user interface.

- **If you pay using a credit card, then**
 - Use your credit card to deposit funds into your Service account (minimum funding amounts apply). The amount in your account will be reduced for each click on your advertisement(s). The amount of the reduction will be determined based on rates on the Service’s user interface.
 - You may add funds to your account at any time.
 - You may request a refund of unused funds. Refunds are credited to the credit card account you used to deposit them.
 - Funding expires one (1) year from the date it was requested. Any unused funds which expire shall be transferred to an active account upon request. Koddi shall provide you with thirty (30) days prior written notice of fund expiration.
- **If you pay through the Invoice Method, then**
 - Use the Invoice method to request funds for your Private Markets account (minimum funding amounts apply). Koddi Inc. will invoice you for the total amount of funds that you have requested. Once you have paid the invoice, the amount of payment will be deposited into your Private Markets account.
 - The amount in your account will be reduced for each click on your advertisement(s). The amount of the reduction will be determined based on rates on the Service’s user interface.
 - You may add funds to your account at any time.
 - Funding expires one (1) year from the date it was requested. Any unused funds which expire shall be transferred to an active account upon request. Koddi shall provide you with thirty (30) days prior written notice of fund expiration.

Spending Caps: You may set a daily, weekly or monthly cap on your advertising spend through the Service, where available. Once your spend has reached that cap, your account will be turned off until the next day, week or month, as applicable. However, because it is possible that your advertisements will continue to receive clicks after your account has

been turned off, you will be charged for all such clicks, subject to the terms of Attachment 1 to these Terms and Conditions.

Automatic Rebill: If you select this option, your account will automatically be funded 1) when your account balance reaches \$100 (or another amount designated by you, if we make this an option) or 2) at a time interval of your choosing (e.g. every three months). This means that:

- **If you pay by credit card**, your credit card account will automatically be charged in the amount you have specified (funding minimums apply).
- **If you pay through the Invoice Method**, you will automatically be billed in the amount you have specified (funding minimums apply).

In either case, you will be sent a confirmation of the charge by email.

Payment Collection: Koddi Inc., located at 2821 W 7th St Suite 270, Fort Worth, TX 76017, collects payment for the Service. If you use this Service, you will be transacting with Koddi Inc., or its successor(s).

REPORTING

Koddi will make available daily or weekly reports, which, for each account, will detail the available key performance metrics relative to each channel, the total spend, and transactional data for the relevant time period. The Service does not support third-party tracking.

YOUR CONDUCT:

You agree that you will make only good faith use of the Service. You also agree that you will not knowingly interfere with any other property's use of the Service, such as by repeatedly clicking on its advertisement(s). We consider this type of behavior to be click fraud. We monitor and investigate all suspicious Service activity.

REPRESENTATIONS AND WARRANTIES

Koddi represents and warrants that, to its knowledge (a) the Service does not violate any third-party proprietary rights, including but not limited to any copyright, patent, trademark or trade secret or any other third party proprietary right, and (b) the Service does not violate any requirements, procedures, policies, or regulations of any Advertising Network.

Koddi represents and warrants that Koddi's technology shall not deliver any computer virus, malware, ransomware, greyware, adware, trojan horse, self-destruct mechanism, or mechanisms for backdoor access or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the contents of any databases and/or the normal operation of any computer systems ("**Virus**"). To protect against the introduction of Viruses, Koddi shall follow commercially reasonably prudent procedures and use then-current commercially available Virus detection mechanisms to test that such software at the time of delivery is free (within the limitations of such commercially available virus detection mechanisms) of all Viruses. Koddi agrees that, in the event any such Virus is found to have been introduced by it due to its failure to comply with the Virus detection standards set forth in this Section, then Koddi shall make the necessary modifications to such infected software required to cure such Virus and to remedy any damage or other deleterious effects caused by such Virus. Koddi shall be responsible for providing reasonable security for its website and hosted software users that is at least the industry standard. Koddi shall take reasonable security precautions to prevent unauthorized access to the information or communications of any user of the website and hosted software.

Koddi represents and warrants that Koddi will at all times utilize reasonable and appropriate practices and technologies common and prevalent in Koddi's industry to avoid causing damage to Your computer systems or other technology.

Koddi hereby represents and warrants that: (i) the Koddi is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) the Koddi is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, the Koddi (and any person, group, or entity which the Koddi controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Agreement or the making or receiving of any contribution of funds,

goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that any breach by the Koddi of the foregoing representations and warranties shall be deemed a default by the Koddi hereunder and shall be covered by the indemnity provisions of this Agreement.

If, in connection with Koddi's performance under these terms and conditions, it shall receive, access, transmit, store or process data ("**Cardholder Data**") relating to a payment card bearing the logo of a member of the Payment Card Industry ("**PCI**") Security Standards Council or to the person to whom such payment card is issued, Koddi shall be responsible for maintaining the confidentiality and security of such Cardholder Data. Koddi warrants, represents and covenants that it will, at all times during the term hereof and thereafter, in accessing, transmitting, storing or processing Cardholder Data, or providing technology that accesses, transmits, stores or processes Cardholder Data, comply with (and ensure that all technology provided complies with) the standards and measures required under the then-current version of the PCI Data Security Standards ("**PCI DSS**"), including, without limitation, all associated audit and certification requirements, and with any other applicable requirements as may be promulgated from time to time by the PCI Security Standards Council, by any member thereof, or by any entity that functions as an acquirer with respect to a payment card bearing the logo of a PCI member. In addition, if Koddi, in connection with its performance under these terms and conditions, uses or provides (i) any payment applications that store, process or transmit Cardholder Data as part of authorization or settlement, or (ii) any personal identification number (PIN) entry terminals used for payment card transactions, Koddi represents and warrants that it will ensure that such payment applications or PIN entry terminals, as the case may be, comply with applicable PCI security standards and requirements, including but not limited to, the PIN Entry Device Security Requirements and the Payment Application Data Security Standard. You will be entitled to audit Koddi's compliance with the warranties and representations contained in this paragraph. Not in limitation of any other of its obligations hereunder, Koddi shall ensure that any software, hardware or other materials used by Koddi, or provided or made available to You, in connection with Koddi's performance hereunder, shall comply, and shall not prevent You from complying, with all applicable PCI standards and requirements.

Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES PROVIDED HEREIN, KODDI PROVIDES THE USAGE OF THE SERVICES TO LICENSEE ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. KODDI DOES NOT WARRANT THAT THE SERVICES WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

INDEMNIFICATION; INSURANCE; LIMITATION OF DAMAGES

KODDI SHALL INDEMNIFY, DEFEND AND HOLD LICENSEE HARMLESS FROM ANY AND ALL LOSSES, FEES AND DAMAGES FINALLY AWARDED AGAINST LICENSEE (INCLUDING REASONABLE ATTORNEY'S FEES) AND ARISING FROM A THIRD PARTY CLAIM BASED ON (1) KODDI'S BREACH OF ITS WARRANTIES AND OBLIGATIONS AS SET FORTH IN THIS AGREEMENT AND/OR (2) THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. LICENSEE SHALL PROVIDE KODDI WITH: (A) PROMPT WRITTEN NOTICE OF SUCH CLAIM; (B) SOLE CONTROL OVER THE DEFENSE AND SETTLEMENT OF SUCH CLAIM; AND (C) INFORMATION AS MAY BE REASONABLY REQUESTED BY KODDI. IF ANY SUCH THIRD-PARTY CLAIM ALLEGING THAT THE SERVICE INFRINGES OR MISAPPROPRIATES SUCH THIRD-PARTY'S PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS IS MADE OR APPEARS LIKELY TO BE MADE, KODDI, AT KODDI'S SOLE DISCRETION AND AT ITS OWN EXPENSE, MAY: (A) PROCURE FOR YOU THE RIGHT TO CONTINUE USE OF THE SERVICE; (B) MODIFY OR REPLACE THE INFRINGING PORTION OF THE SERVICE WITH A NON-INFRINGEMENT VERSION OF COMPARABLE FUNCTIONALITY; OR (C) IF KODDI DETERMINES THAT NEITHER ALTERNATIVE (A) OR (B) IS COMMERCIALY REASONABLE, TERMINATE THE SERVICE, IN ITS ENTIRETY OR WITH RESPECT TO THE AFFECTED COMPONENT OR PART, EFFECTIVE IMMEDIATELY ON WRITTEN NOTICE TO YOU, PROVIDED THAT KODDI SHALL REFUND TO YOU ALL AMOUNTS YOU PAID IN RESPECT TO THE SERVICE THAT YOU CANNOT REASONABLY USE AS INTENDED UNDER THIS AGREEMENT.

The insurance required hereunder shall be written for not less than the limits of coverage specified herein, or as required by law in any jurisdiction with authority over Koddi's operations, services, and/or performance, whichever is greater. Liability coverage shall be written on an occurrence basis, except for Professional Liability Insurance. Without limiting the foregoing, Koddi shall take out and maintain in full force and effect during the performance of the Services: (a) Worker's Compensation and Employers Liability insurance affording compensation benefits for all employees in an amount sufficient by virtue of the laws of the state or jurisdiction in which the work or any portion of the work is performed and employers' liability insurance with limits of not less than one million dollars (\$1,000,000) for each accident or disease; (b) Commercial General Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for personal injury, bodily injury (including wrongful death), and property damage liability inclusive of coverage for all premises and operations, broad form property damage, independent contractors, contractual liability for this Agreement and product/completed operations coverage; (c) Automobile Liability Insurance with combined single limit of not less than one million dollars (\$1,000,000) per occurrence for injuries, including accidental death and property damage; (d) Umbrella or Excess Liability Insurance with limits not less than one million

dollars (\$1,000,000) per occurrence which shall provide additional limits for employers' liability, general liability and automobile liability insurance; and (e) Professional Liability Insurance or Errors and Omissions insurance shall be maintained with limits of not less than five million dollars (\$5,000,000) and such coverage shall apply to all forms of intellectual property infringement and cyber liabilities and shall be maintained by Koddi for a period of three (3) years after termination of these Terms and Conditions or all Statements of Work, whichever later.

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY NATURE, AND KODDI AND THEIR RELATED COMPANIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KODDI DOES NOT WARRANT THAT THE SERVICES WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

EXCEPT FOR THE FULFILLMENT OF INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY HEREUNDER, A PARTY'S MAXIMUM LIABILITY UNDER, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY LICENSEE TO KODDI DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR THE FULFILLMENT OF INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY HEREUNDER, IN NO EVENT WILL A PARTY'S BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

USE OF INFORMATION SUBMITTED

You agree that Koddi is free to use feedback pertaining to the Service that you submit to us, without notice, compensation or acknowledgement to you, for the purpose of modifying or improving the Service.

ELECTRONIC NOTICES

By using the Service, you agree to receive electronic communications from us. You agree that any notice or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

GENERAL PROVISIONS

These Terms and Conditions set forth the entire understanding and agreement between you and us regarding the Service. These Terms and Conditions are governed by the laws of the State of New York, NY, USA. The prevailing party in any dispute concerning the Service of these Terms and Conditions will be entitled to recover its reasonable attorneys' fees and costs. No joint venture, partnership, employment, or agency relationship exists between you and Koddi. Koddi will not be deemed to have waived or modified any provision of these Terms and Conditions except by a writing signed by its duly authorized representative. You may not assign your rights hereunder to any third party unless Koddi expressly consents to such assignment in writing. If any provision of these Terms and Conditions is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such provision. All notices to Koddi relating to any legal claims or matters must be made in writing to Koddi 2821 W 7th St #250, Fort Worth, TX 76107. If you have not entered into a Non-Disclosure Agreement with Koddi or Koddi, then each party expressly undertakes to retain in confidence and to require its agents and contractors to retain in confidence all information and know-how transmitted to such party that the disclosing party has identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. Without limiting the foregoing, these Terms and Conditions will be considered confidential and will not be disclosed (except to either party's attorneys or accountants on a need-to-know basis) without the prior written consent of the other party. The parties acknowledge and agree that Koddi will archive an electronic copy of these fully executed Terms and Conditions, and further agree that any request made to Koddi for a copy of these Terms and Conditions will be fulfilled in electronic form. Koddi acknowledges that these Terms and Conditions do not include any permission to use the name hotel or any other mark associated with the hotel, except solely as necessary in order to provide the Services.