



Websuite Master & Standard Terms and Conditions

Prepared by
Jeremy Espley
General Counsel
Guestline

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Guestline Ltd
Guestline House
Shrewsbury Business Park
Shrewsbury
SY2 6LG

WebSuite Master Terms and Conditions

These Master Terms and Conditions ("Master Terms and Conditions") are entered into by and between **Guestline Limited**, with company number: 02661520, with its registered office at Guestline House, Shrewsbury Business Park, Shrewsbury, SY2 6LG, United Kingdom ("**Guestline**") and the Client. These Master Terms and Conditions will govern services performed by Guestline pursuant to each executed Contract ("Services").

Definition of terms:

- Guestline – as above and the supplier of marketing services
- Navigate - An all-inclusive end-to end digital marketing programme using a selection of services and products.
- Client - the person or organization using the services and products of Guestline
- Pod - A pod is a team of people with a cross company skill set that is designed to service a select set group of Clients.
- OTA - A 3rd Party who sells a hotel's room inventory on their behalf (and is paid a commission for any bookings referred)
- UI = User Interface is the junction between a user and a computer program. An interface is a set of commands or menus through which a user communicates with a program. A command-driven interface is one in which you enter commands
- UX = User experience design is the process of enhancing user satisfaction with a product by improving the usability, accessibility, and pleasure provided in the interaction with the product.
- CTA = Call to Action is a web design tenet that requires each page to clearly indicate the desired user response
- CMS = A content management system is a computer application that supports the creation and modification of digital content. It is typically used to support multiple users working in a collaborative environment.
- Top level pages = AKA section Index Pages - The main sections of a website.
- Email departures = Email marketing platform

1. AGREEMENT STRUCTURE; System(s) ACCESS RIGHTS; CLIENT MATERIALS.

- 1.1. Agreement Structure:** Client may enter into one or more Contracts for various Guestline services offerings, each of which incorporates these Master Terms and Conditions. Each Contract and its Attachments together with these Master Terms and Conditions will be collectively referred to as an "Agreement" and shall govern the performance of Services and any Additional Services set forth on such Contract.

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- 1.2. System(s) Access Rights:** In exchange for Client paying the fees and applicable taxes arising under the applicable Contract and subject to the limitations in these Master Terms and Conditions, Guestline grants Client the right to access and use the System(s) specified in each applicable Contract, together with any updates made available by Guestline during the term and any additional System(s) Upgrades ordered by Client pursuant to an Additional Contract. The System(s) may be used solely at the service location identified on the applicable Contract (the "Authorized Site"). Guestline shall provide to Client specifications related to the System(s) in electronic format, online help, and from time-to-time updates thereto (collectively the "Documentation").
- 1.2.1.** Client and the Authorized Site (if different) may use the System(s) solely for hospitality services related to the Authorized Site. For the avoidance of doubt, Client may not use the System(s) or share the output of the System(s) ("Work Product as defined in Section 2.3 below) with any third parties, except as directly required for Client's own internal hospitality services.
- 1.2.2.** The right to access and use the System(s) shall be provided on a hosted and remote access basis solely via the Internet or a dedicated communications line.
Client will not:
(i) sell, rent, lease, sublicense or otherwise provide access to the System(s) or Documentation to any third parties; or
(ii) use the System(s) to process third party data or as a service provider on behalf of third parties. In the event a third party agent executes a Contract on behalf of Client, Client may not allow such third party agent to access and use the System.
- 1.2.3.** Except to the extent allowed by law, Client may not use the System(s) nor permit any other party or entity to use the System(s) to develop a commercial offering or product directly or indirectly competing with an offering or product from Guestline. Client will be responsible to Guestline for any liability or damage Guestline incurs arising from or related to use of the System(s) by any party Client allows to access the System, in a manner which is inconsistent with the terms and conditions of the Agreement or which violates Guestline's rights under any applicable laws including, but not limited to, any laws that protect Guestline's intellectual property rights.
- 1.2.4.** Client will be responsible for any user or any other party Client allows to access the System. Client shall be liable to Guestline for any damage Guestline incurs arising from or related to use of the System(s) in a manner which is inconsistent with the terms and conditions of the Agreement or which violates Guestline's rights under any applicable laws including, but not limited to, any laws that protect Guestline's intellectual property rights.
- 1.3. Rights to Client Materials:** Client grants Guestline a non-transferable, non-exclusive, royalty-free license to use the Client Materials and Client Marks for the purpose of performing the Services and any Additional Services during the term set forth in each Contract. As used herein, the term "Client Materials" means all data, materials,

authentication credentials, software and other materials made available to Guestline by Client for use with the System, and "Client Marks" means Client's trademarks, service marks or trade names that are reproduced or displayed in the System.

- 1.4. Statistics:** The Client agrees to the collection, and use of, statistics from the Client's website and provided System(s) usage in order to develop and improve the efficiency of the System(s).

2. SERVICES.

- 2.1. Services:** Guestline shall perform the Hosting Services, Setup Services and Training Services (collectively, the "Services") ordered by the Client pursuant to each applicable Contract. Setup Services are required in order for Guestline to perform the Services. As part of the Services, Guestline shall provide support and maintenance services for the System(s) in accordance with the service level agreement.
- 2.2. Additional Services:** Client may order additional Training Services, or mutually agreed upon Consulting Services (collectively, "Additional Services") by submitting an Additional Contract therefor.
- 2.3. Work Product:** "Work Product" means any computer code, documentation, reports, or other deliverables created by Guestline as part of the Services or Additional Services under an Contract. Any such Work Product shall be included in the definition of "System" for the purposes of the applicable Contract. Guestline grants to Client a nonexclusive, non-assignable and non-transferable license to use the Work Product solely in conjunction with Client's authorized use of the System. Work Product constitutes Guestline valuable stock-in-trade and is confidential and proprietary to Guestline. Except for the limited use license granted to Client, no rights in the Work Product are transferred pursuant to this Agreement to Client.

3. TERM AND TERMINATION

- 3.1. Term:** Except as otherwise provided below in this Section, these Master Terms and Conditions will remain in effect so long as any Contract remains in effect. The right to access and use the System(s) granted hereunder shall be for as set out at the start of this agreement commencing on the first date of access (which shall become the "Anniversary Date") for an initial term (the "Initial Term") of two (2) years. Subject to payment of the applicable fees, the Agreement shall thereafter automatically renew annually on each Anniversary Date from the conclusion of the Initial Term for additional one (1) year terms unless either party gives written notice of termination at least ninety (90) days prior to expiration of the then-current term or unless otherwise terminated as described in Section 3.2 below.
- 3.2. Termination:** The Agreement may be terminated as provided by Section 3.2, 8.3 or as set forth in the applicable Contract (including the Service Level Agreement attached thereto).
- 3.2.1. Termination for Material Breach:** Either Party may terminate the Agreement for the other Party's material breach of the Agreement if not cured within

thirty (30) days' written notice. Guestline may suspend access to the System(s) and/or terminate the Agreement immediately for any violation by Client of Guestline's intellectual property rights.

3.2.2. Termination for Convenience: If Client terminates the Agreement or a Contract without cause prior to the end of the Order Term specified on the applicable Contract, one hundred percent (100%) of the unpaid contract value shall be due and payable immediately to Guestline.

3.2.3. Termination for Non-Payment: Guestline may terminate the Agreement or temporarily suspend Services, in Guestline's discretion, at any time if payment is more than thirty (30) days past due.

3.3. Effects of Termination: Upon termination of the Agreement or any Contract:

3.3.1. Client shall cease accessing and using the System(s) and notify all users to do the same; and

3.3.2. delete, destroy or return any Documentation. Obligations in the Agreement that by their nature are continuing will survive termination or expiration.

3.3.3. Guestline will cease all activity with regard to the terminated contract.

3.4. Change of Ownership: Should the Client sell their property(s) and or have any other change of ownership for any reason, the Client is due to pay one hundred percent (100%) of the unpaid contract value immediately to Guestline, unless:

3.4.1. Prior agreement with Guestline has been made or

3.4.2. The Client has given 90 day prior termination notice or

3.4.3. The new owner(s) agree to take on and renew any and all current contracts the original Client has with Guestline.

4. PAYMENT; SUSPENSION, ACTIVATION AND REINSTALLATION.

4.1. Payment: Client will pay all fees due to Guestline according to the terms set forth on the applicable Contract. All fees are exclusive of VAT. Any adjustment to annual fees agreed to will be pro-rated so that payment is due on the same annual cycle as other Services.

4.2. Late Payment: Should any invoice remain unpaid 30 days past its due date then an admin fee of 8% of the invoice total shall be applied to the invoice total.

4.3. Suspension, Activation and Reinstallation: In the event Services have been suspended due to non-payment as described in Section 3.2.3 above, Guestline shall reactivate Services if the Client pays all monies past due plus a re-activation surcharge of One Thousand GBP (£1000) or the equivalent. In the event the System(s) has been de-installed, reinstallation of the System(s) shall be subject to Client's payment of the amount equal to the Setup Fees in the applicable Contract.

5. OWNERSHIP.

5.1. The Agreement does not transfer any ownership rights. Neither party shall delete, obscure or modify the other party's proprietary rights notices.

6. LIMITED WARRANTIES; REMEDIES

- 6.1.** THE SOLE WARRANTY FOR SERVICES AND THE EXCLUSIVE REMEDY FOR ITS BREACH ARE CONTAINED IN THE SERVICE LEVEL AGREEMENT ATTACHED TO THE APPLICABLE Contract.
- 6.2. Qualified Personnel:** Guestline represents that the Setup Services, initial Training Services and any Additional Services will be provided by qualified personnel in a workmanlike manner. The exclusive remedy for breach of this warranty is refund, as applicable, of the Setup Fee, the Training Fee, or any fees paid for the Additional Services at issue.
- 6.3.** DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE SYSTEM, DOCUMENTATION, SERVICES AND ANY ADDITIONAL SERVICES OR WORK PRODUCT ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND Guestline DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Guestline AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT USE OF THE System(s) WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY.

7. CLIENT'S LIMITED WARRANTIES; REMEDIES

- 7.1. Intellectual Property Warranty:** Client warrants:
- (a) that it has the right to license the Client Materials and the Client Marks to Guestline;
 - (b) it has obtained from the applicable provider of the Client Materials the right for Guestline to host and use the Client Materials in accordance with the Agreement; and
 - (c) that Client's use of the Client Materials complies with all applicable license terms, terms of use and other usage terms as set forth by the providers of such materials.
- The exclusive remedy for breach of these warranties is set forth in Section 8.4 (Client Indemnification) below.
- 7.2. Compliance Warranty:** Client warrants that the publication, transmission, and receipt of all Client Materials complies with all applicable laws and regulations, including, without limitation, laws relating to trademarks, copyrights, defamation, consumer protection, personal privacy, and false or deceptive trade practices.
- 7.3. Virus Warranty:** Client warrants that it will not introduce any viruses into the System(s) through the Client Materials or otherwise.
- 7.4.** DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CLIENT MATERIALS AND CLIENT MARKS ARE PROVIDED WITH NO OTHER

WARRANTIES OF ANY KIND, AND CLIENT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.

8. LIMITATION OF LIABILITY AND INDEMNITY

- 8.1. Exclusions of Damages:** NEITHER CLIENT, GUESTLINE, IT'S OR THEIR PARENT COMPANIES, LICENSORS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY) ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 8.3 (Guestline's INDEMNIFICATION), Guestline's LICENSORS ARE NOT LIABLE FOR DIRECT DAMAGES (ARISING IN TORT, CONTRACT OR OTHERWISE) AND DISCLAIM ANY LIABILITY CONNECTED WITH THE AGREEMENT. THE PARTIES MAKE THESE EXCLUSIONS IN CONSIDERATION OF THE FEES PAID AND LICENSES GRANTED, AND THE SERVICES AND ANY ADDITIONAL SERVICES PROVIDED UNDER THE AGREEMENT.
- 8.2. Limitation of Liability:** THE TOTAL AMOUNT CLIENT MAY RECOVER FOR ALL CLAIMS RELATING TO EACH AGREEMENT IS LIMITED IN THE AGGREGATE TO THE FEES PAID FOR THE SERVICES OR ADDITIONAL SERVICES AT ISSUE UNDER SUCH AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHEN THE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS AN EXPRESS PART OF THE BARGAIN BETWEEN GUESTLINE AND CLIENT AND IS A CONTROLLING FACTOR DETERMINING THE FEES PAYABLE HEREUNDER.
- 8.3. Guestline's Indemnification:** Provided Client complies with this Section, Guestline will defend and indemnify Client, as described below, with respect to any claim made against Client for:
- (a) copyright, patent, trade secret or other intellectual property rights violation relating to Client's use hereunder of any Guestline-owned technology and/or any Guestline licensor technology included as part of generally available Guestline technology; or
 - (b) bodily injury, death or damage to tangible property, excluding damage to software or data, arising solely from actions for which Guestline is legally responsible. Client agrees to promptly notify Guestline in writing of any such claim, to allow Guestline to control the litigation or settlement of any such claim and to cooperate with Guestline in the investigation, defense and settlement thereof. Guestline shall indemnify Client for such claim by paying the costs and attorneys' fees Client incurs at Guestline's direction and any judgment finally awarded against Client or settlement approved by Guestline. Client may participate at Client's own expense. If such claim in above is made or, in Guestline's opinion, is likely to be made, then Guestline, at its option, may:
 - (i) modify the Services;
 - (ii) obtain rights for Client to continue using the Services; or

(iii) terminate the Services during the twelve (12) month period immediately prior to the date when the claim arose, but in no event shall termination relieve Guestline from its obligation to defend and indemnify Client as set forth herein. This indemnification obligation does not apply to the extent a claim is based on Client's combination of the Hosting Services with other software or services or Client's modification to any part of the System(s) if such claim would not have been made but for Client's combination or modification.

8.4. Client Indemnification: Provided Guestline complies with this Section, Client will defend and indemnify Guestline, as described below, with respect to any claim made against Guestline arising from or relating to the Client Materials or Client Marks, including but not limited to claims regarding a copyright, patent, trade secret or other intellectual property rights violation and claims regarding noncompliance with any applicable laws and regulations. Guestline agrees to promptly notify Client in writing of any such claim, to allow Client to control the litigation or settlement of any such claim and to cooperate with Client in its investigation, defense, and settlement thereof. Client shall indemnify Guestline for such claim by paying the costs and attorney's' fees Guestline incurs at Client's direction and any judgment finally awarded against Guestline or settlement approved by Client. Guestline may participate at Guestline's own expense. If such claim above is made or, in Client's opinion, is likely to be made, then Client, at its option, may:

- (i) modify the Client Materials or Client Marks,
- (ii) obtain rights for Guestline to continue using the Client Materials or Client Marks or
- (iii) terminate the license for the Client Materials or the Client Marks, but in no event shall termination relieve Client from its obligation to defend and indemnify Guestline as set forth herein. Guestline agrees to abide by Client's decision and, if appropriate, stop using the affected Client Materials or Client Marks.

8.5. Applicability: SECTIONS 8.1 AND 8.2 HEREIN DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 8.3 AND 8.4 OR TO EITHER PARTY'S VIOLATION OF THE OTHER'S INTELLECTUAL PROPERTY RIGHTS. THE LIMITATIONS IN THIS SECTION SHALL APPLY EVEN IF ANY OF THE WARRANTIES PROVIDED IN SECTIONS 6 OR 7 FAIL OF THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY OR EXCLUSIONS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN PROVISIONS OF THIS SECTION MAY NOT APPLY TO CLIENT; HOWEVER, THEY APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

9. CONFIDENTIALITY; SENSITIVE PERSONAL INFORMATION

9.1. Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, products and other information held in confidence by the other party (individually or collectively, "Confidential Information"). Confidential Information also shall include the Client Materials as well as all information of either party in tangible or intangible form that is marked or designated as confidential. Confidential Information also includes the System, Documentation, Work Product and terms and conditions of the Agreement; provided,

however, that Guestline may report the terms of the Agreement to Guestline's licensors solely as required by agreements between Guestline and such licensors.

9.2. Non Disclosure: The receiving party ("Recipient") shall use the disclosing party's ("Disclosure") Confidential Information received in connection with the Agreement only in conjunction with performance of its obligations under the Agreement. Recipient shall not disclose Disclosure Confidential Information received in connection with the Agreement to any third parties unless Disclosure gives Recipient its advance written authorization to do so. This restriction does not apply to information that is:

- (i) generally available to the public;
- (ii) released by Disclosure without restriction;
- (iii) independently developed or acquired by Recipient;
- (iv) known to the Recipient prior to receipt from Disclosure; or
- (v) revealed pursuant to court order or as required by applicable law, provided that Recipient uses reasonable efforts to promptly notify Disclosure of such requirement prior to compliance in order to permit Disclosure to seek protection against disclosure. Recipient's obligations of confidentiality hereunder with respect to each item of Disclosure Confidential Information shall continue for a period of five (5) years from the date of initial disclosure. For the purpose of this Section, Guestline's parent company, if applicable, subsidiaries and subcontractors shall not be deemed "third parties."

9.3. Sensitive Personal Information: Client shall not make available to Guestline any Sensitive Personal Information. "Sensitive Personal Information" means any information that

- (i) identifies or can be used to identify, contact or locate the person to whom such information pertains, or from which identification or contact information of an individual person can be derived, and
- (ii) includes any one or more of the following: social security numbers or equivalent national identification numbers; driver's license numbers or other identification numbers issued by a governmental body or educational institution (such as taxpayer or student id numbers); passport numbers, passwords or other electronic identification numbers or information a person uses to access personal or financial information or resources; a parent's legal surname prior to marriage; digital signatures; medical or health information that relates to the past, present or future physical or mental health or condition of an individual, or the provision or payment of healthcare to or for an individual; personal financial information; non-public personal information; information that discloses any racial or ethnic origin, political affiliation, religious beliefs, trade union membership or sexual orientation; or any other type of information to be considered Sensitive Personal Information under the applicable legislation. If any such Sensitive Personal Information is sent to Guestline, Client will reimburse Guestline for such costs as Guestline incurs to extract, delete, remove and otherwise expunge or sequester such information from the System(s) (collectively "Deletion Activities"). Guestline shall have no liability whatsoever for any loss of or damage to such Sensitive Personal Information associated with such Deletion Activities. Guestline has the right, but undertakes no obligation, to monitor the Client Materials.

10. MISCELLANEOUS

- 10.1. Severability:** If a court of competent jurisdiction finds any part of an Agreement to be unenforceable, that part is excluded but the remainder of the Agreement stays in full force and effect to the greatest extent permitted by applicable law.
- 10.2. No Waiver:** Failure to require compliance with a part of an Agreement is not a waiver of that part. Nothing in this Subsection waives any remedy either party may have under an Agreement at law, in equity or otherwise.
- 10.3. Non-Assignment:** Client may not assign or subcontract an Agreement by operation of law or otherwise (including, without limitation, by means of outsourcing), in whole or in part, without the prior written consent of Guestline. Any purported assignment in violation of this Subsection is void. Guestline may assign its right to invoice and collect payments due under the Agreement to its parent company, SAS Institute Inc. ("SAS") or to any of SAS' subsidiaries. Upon written notice to Client, Guestline may also assign an Agreement in its entirety to SAS or to any of SAS' subsidiaries, provided that such entity accepts the terms and conditions of the Agreement. IF DURING THE COURSE OF THE USE OF THE System(s) CLIENT IS (i) ACQUIRED BY ANOTHER LEGAL ENTITY,
(ii) CHANGES ITS LEGAL NAME,
(iii) CHANGES OWNERSHIP OR
(iv) CHANGES THE HOTEL OPERATING GROUP OR BRAND NAME UNDER WHICH IT OPERATES, CLIENT MUST PROMPTLY NOTIFY Guestline. Failure to do so may result in Client's unauthorized use of the System.
- 10.4. Injunctive Relief:** Breach of either party's intellectual property rights or confidentiality rights may lead to damages not adequately remedied by an award of money; therefore, the parties have the right to seek to protect these rights through temporary restraining orders or prohibitory injunctions which may be sought in any appropriate court. The parties further agree that any such equitable relief shall be without prejudice to any other rights accruing to them under an Agreement.
- 10.5. Survival:** All provisions of an Agreement relating to proprietary rights, indemnification, confidentiality, disclaimer of warranty or limitation of liability shall survive the termination of the Agreement.
- 10.6. Taxes:** Client shall pay all applicable sales, use, transfer or other taxes and all duties that are levied or imposed by reason of an Agreement excluding income taxes on profits that may be levied against Guestline. No tangible media will be delivered under an Agreement.
- 10.7. Amendment:** No modification, amendment or waiver of any provision of an Agreement shall be effective unless in a writing specifically referencing the Agreement signed by an authorized signatory of each party.

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- 10.8. Force Majeure:** Except for Client's obligations to pay the fees, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other governmental directives, labour disputes, acts of God, third-party mechanical or other equipment breakdowns, cyber-attacks, fire, explosions, fibre optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms or other similar events.
- 10.9. Choice of Law;** This Agreement shall be governed by and construed in accordance with the laws of the England and Wales. The Parties hereby irrevocably consent to the exclusive jurisdiction of the courts of England and Wales.
- 10.10. Notices:** Any notice to be given in relation to the Agreement shall be made in writing. Notices to Guestline shall be addressed to Managing Director, Guestline, Elmstone Business Park, Stoke Road, Elmstone Hardwicke, Cheltenham, GL51 9SY and notices to the Client shall be addressed to the contact designated on the applicable Contract. Such notice shall be deemed received
- (i) when delivered to the other party personally or by courier;
 - (ii) when sent by e-mail at an address designated in writing by the receiving party; or
 - (iii) if mailed, fifteen (15) business days after having been deposited in the official mail, certified or registered, return receipt requested, postage prepaid.
- 10.11. Use of Name:** Guestline shall have the right to use Client's name and logo ("Name and Logo") in media announcements and on its own website in order to announce the Parties' relationship established by this Agreement. Guestline agrees and acknowledges that it has no right to use the Name and Logo for any other purposes than those set forth herein. The Parties shall also work together to jointly develop and publish press releases and joint user and success stories both in Guestline's and Client's brochures and other marketing publications and in the external press. Guestline reserves the right to determine publishing priorities. Except as set forth herein, neither party shall make any public disclosures with respect to the Parties' relationship unless it has received the prior written consent of the other party.
- 10.12. Independent Contractors:** In performing Guestline's obligations under an Agreement, Guestline and its employees or subcontractors are acting as independent contractors and not as employees or agents of Client. Under no circumstances will either party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty or make any representation on behalf of the other.
- 10.13. Use of Subcontractors:** Guestline may delegate the performance of portions of the Services or Additional Services to SAS or to subcontractors, provided that Guestline remains liable to Client for and controls the provision of such Services and Additional Services.
- 10.14. Order of Precedence:** If there is any conflict between the terms and conditions in these Master Terms and Conditions and its related Contracts and Attachments thereto, such conflict shall be resolved by giving precedence to the documents, as applicable, in the following order: Contract, Attachment(s), Master Terms and

Conditions.

10.15. Training: Guestline training will be booked in liaison with the Client Project Management contact. All training arrangements will be confirmed with the Client Project Management contact in writing. Execution of the training is subject to timely completion of all preparation tasks assigned to the Client.

10.15.1. The Client may modify the scheduled training date at a particular site with written notice of such modification to Guestline. Such rescheduling may result in an additional fee to Client.

10.16. Expenses: Guestline shall be entitled to reimbursement from Client for expenses as per the Travel Policy referenced below, charged at cost, incurred by it in performing its obligations under the Agreement.

10.17. Travel Policy: All applicable travel, lodging, meal and communication expenses incurred by Guestline for Services or Additional Services performed will be paid by Client. Guestline agrees to limit any airfare costs to the direct routing economy class fares for the departure and destination points involved at the time the trip is scheduled. In cases where the in-flight time exceeds 8 hours or an overnight flight is required, the lowest available business class airfare will apply. For each one way flight of 12 hours or greater, a travel charge of 25% of the Guestline Daily Service Rates will apply.

11. Entire Agreement.

11.1. The Agreement, including its Contracts, Attachments, and invoices arising under it, represents the entire agreement between the parties relating to their subject matter and supersedes all prior or contemporaneous communications, understandings, representations and commitments by or between the parties, whether written or oral, which may be related to such matters in any way including, but not limited to, those in any marketing materials and any proposals provided by Guestline to Client. Additional or different terms on current or future Client or third party purchasing documents are expressly objected to and rejected. These Master Terms and Conditions shall become effective as of the last dated signature below.

WebSuite Standard Terms and Conditions

Use by you of this website establishes, and is strictly on the basis of, agreement in full by you, on your own behalf and on behalf of anyone you represent, to the following Terms and Conditions:

- We reserve the right to amend these Terms & Conditions at any time by amendment to the version posted on the website, whereafter any subsequent use by you of the website will be taken as acceptance by you of the Terms & Conditions in their amended state.
- You warrant that you are not in breach of any law or order of any court by using this service.
- You agree that, in visiting and navigating around this website:
 - you will not act in any way that amounts to a breach of any law and will fully indemnify and hold us harmless against all claims or demands or other consequences of any breach of this provision,
 - you will not upload onto any area of this website any images, graphics, text, hyperlinks, machine readable code or other content that amounts to a breach of the rights, including intellectual property rights, of others and/or which may breach reasonable standards of morality, decency and respect for the interests of others to be treated with civility and/or which may breach the rights in law of others not to be defamed and/or which may breach any right in law whatsoever and shall hold harmless ourselves against all claims and demands that may relate in any way to such content,
 - you will not upload onto any area of this website any information, whether as to your identity, the purpose of your visit or otherwise, that is not truthful and honest,
 - you will not upload to this website, or create or increase any risk of the uploading by others, or otherwise expose this website or any email address disclosed on it, to the risk of a visit or action by any virus, trojan, autobot or other form of malware of any description, and will keep us at all times fully indemnified against any loss or damage resulting from any such upload or risk,
 - we have full right to remove at any time, and without notice to you, any content uploaded by yourself to this website,
 - should you access any part of this website by personal login, you accept full responsibility for all actions taken on the website under your username, whether or not you were the person who took such action,
 - there is no liability on us for loss or damage resulting, directly or indirectly, from your visit to (including agreeing not to seek to hold us responsible, or accountable, for any action or lack of action by yourself as a result of information or advice appearing on), this website, or through access from this website, whether a website that is linked from this website, or any website that masquerades as our website or from data and information appearing through data sharing technologies, or from your use of less

than the optimal encryption security, anti-virus or anti-spam protection or other similar procedures, including measures to protect your personal identity, in your browser or e-mail program, or otherwise the manner and procedures you adopt when browsing around the Web,

- that, whilst we will use our best endeavours at all times to ensure the continuity of the availability of the website on the Internet, given that the potential for disruption of connectivity extends well beyond technology and events over which we have any control, covering possible actions by many varied organisations who contribute to the functionality and connectivity of the Internet as well as the status of your own software and websites, there will be no liability on us for any loss or damage resulting, directly or indirectly, from any disruption of access or failure or variation of intended functionality that occurs for whatever reason,
 - that we reserve the right at any time to suspend or cancel your use of, or access to, this website,
 - that you recognise that we own all intellectual property rights in the content on this website, and that you will not, either by yourself directly or by assisting or permitting others so to do, do anything that breaches in any way such intellectual property rights of ourselves and, in particular, will not copy or reproduce any element of this website or its code or use it, or any part of it, to create any content, document, website, image or graphic. In addition you will not create, or permit or assist others in creating, any hyperlink to any part of this website save to the home page nor take any action that directly or indirectly prevents, in whole or in part, access to, or reduces the enjoyment by yourself or others of, this website,
 - that when seeking to purchase any goods or services on this website, that you will not do so save on the basis that our Terms and Conditions of Sale are accepted by you as regulating any such purchase you make.
- In the event that any term is held to be invalid by a decision of a court of competent authority, the remainder of these Terms & Conditions shall remain valid and enforceable.
 - The laws of England and Wales shall be the only laws that apply to your use of this website and you agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any claim or dispute arising.
 - All written notices to be given to us shall be sent by post to Guestline Limited, Guestline House, Shrewsbury Business Park, Shrewsbury, SY2 6LG, United Kingdom.