



MASTER SAAS AND SERVICES AGREEMENT

THIS MASTER SAAS AND SERVICES AGREEMENT (the "Services Agreement") is made this March 15th, 2024 the "Effective Date",

By and Between:

Emaar Hospitality Group LLC whose mailing address/registered office is at Address Sky View Residence Tower 1, 3rd floor, P.O. Box 9440, Dubai, United Arab Emirates ("**Parent**") on behalf of itself and Parent's Affiliates which are Customers

And

Frontline Performance Group, LLC (hereinafter called the "**Company**" or "**FPG**") whose mailing address/registered office is at 1075 West Morse Boulevard, Winter Park, Florida USA 32789

(The Company, the Parent and the Customers collectively referred to as the "**Parties**" and each a "**Party**")

WHEREAS, Company provides certain Services on a subscription basis and related Professional Services;

WHEREAS, Parent has approved the sale of such Services by FPG to Parent branded hotels and hotels managed by Parent's Affiliates (each known as a "**Customer**"); and

WHEREAS, those Parent branded hotels and hotels managed by Parent's Affiliates choosing to subscribe to such Services, will do so directly with the Company pursuant to the terms of a Work Order.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Company and Parent agree to the following terms and conditions.

1. General

- 1.1. Incorporation of GTC. Parent, on behalf of itself and the Customers accepts the general terms and conditions attached as Exhibit C ("**GTC**") to enable the delivery of the subscribed Services contemplated in this Services Agreement. Parent, on behalf of itself and the Customers, hereby agrees that the terms and provisions of the GTC are hereby fully incorporated into this Services Agreement by this reference.
- 1.2. Terms and Interpretation. Unless otherwise defined in this Services Agreement, capitalized terms will have the meaning set forth in the GTC. Terms, acronyms and phrases known in the information technology industry shall be interpreted in accordance with their generally known meanings. Unless the context otherwise requires, words importing the singular include the plural and vice-versa; references to and use of the word "include" and its variations thereof shall mean "include without limitation" and "including without limitation".
- 1.3. Agreement Scope and Applicability. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THIS AGREEMENT HAS BEEN NEGOTIATED FOR THE SPECIFIC PURPOSE OF GOVERNING SUBSCRIPTION AND PURCHASE OF THE SERVICES. PROVIDER MAY OFFER OTHER SERVICES WITH MUTUAL WRITTEN AGREEMENT BY THE PARTIES HERETO, SUCH SERVICES MEMORIALIZED BY WAY OF AN ADDENDUM TO THIS SERVICES AGREEMENT.

All Parent branded hotels and hotels managed by Parent's Affiliates in any geographic area may purchase Services from the Company pursuant to a Work Order.



2. Services

- 2.1. This Services Agreement sets forth the terms and conditions under which Parent engages the Company for SaaS Subscription Services and or Professional Services (together the "Services") and under which it authorizes the Company to sell Services to Customers and the Company agrees to (i) grant the Parent and or Customer to access and use certain hosted services and purchase professional services offered by the Company. The Services may be provided on a single property or a portfolio basis, and may include any one or more of the following:
- (a) A Subscription to access and use certain hosted services, or perform services, functions and responsibilities related to the hosting of the software, system and Shared Services,
 - (b) Activation, implementation, configuration and enablement of Services,
 - (c) Professional Services and other Add-Ons.
- 2.2. SaaS Subscription Services. The specific SaaS Subscription Services to be provided by the Company to the Parent or Customer will be detailed in a Work Order which will be effective when signed by the authorized parties and will be governed by the terms and conditions of this Services Agreement. In the event of any conflict between the terms and conditions set forth in this Services Agreement and the terms and conditions set out in the Work Order, the terms and conditions set out in the Work Order shall take precedence.
- 2.3. Professional Services. The specific Professional Services to be provided by the Company to the Parent or Customer will be detailed in a Scope of Work which will be effective when signed by the authorized parties and will be governed by the terms and conditions of this Services Agreement. In the event of any conflict between the terms and conditions set forth in this Services Agreement and the terms and conditions set out in the Work Order, the terms and conditions set out in the Work Order shall take precedence.
- 2.4. Customer Participation. The Services may be procured by the Parent or any Customer pursuant to the terms herein. In the event a Customer elects to engage the Services, such Customer shall execute a Work Order or a Scope of Work in the form attached hereto as Exhibit A ("**Work Order**") or in the form attached hereto as Exhibit B ("**Scope of Work**") on its own behalf, and shall be considered a separate agreement between Company and the Parent or Customer as of the date signed by authorized representatives of the Parent or Customer. Parent and the Customers agree that:
- 2.4.1. The determination to participate hereunder by each of Parent or Customer will be completely voluntary and made in the sole discretion of the Customer, and its respective properties.
 - 2.4.2. The applicable fees for the Services to be charged by the Company, including any activation fees, monthly subscription fees or Add-Ons shall be set forth in the Work Order or Scope of Work.
 - 2.4.3. Upon execution of the Work Order or Scope of Work, the Customer which signs the Work Order or Scope of Work, shall be responsible for its use of the Services and for its compliance with its obligations thereunder.
 - 2.4.4. It is the Parties' intent that a Work Order or Scope of Work shall not be subject to further negotiation of pricing or terms; provided, however, that the parties agree to cooperate

A handwritten signature in dark ink, appearing to be a stylized 'J' or 'G' followed by a flourish.



reasonably with one another to adjust the Work Order or Scope of Work to the extent necessary to comply with the requirements of applicable laws in a particular location.

2.4.5. Company shall invoice the Subscriber directly for the Services provided pursuant to the applicable Work Order or Scope of Work. Charges shall be invoiced to the Subscriber pursuant to the terms of the Work Order or Scope of Work.

2.4.6. Parent or any Customer procuring services from Company on a trial basis shall have the option to (1) complete the trial and cease using the Services without further obligation or (2) continue the Services by entering into a Work Order or Scope of Work with Company.

3. Term, Termination and Suspension

3.1. Term of this Services Agreement. This Services Agreement shall commence on the Effective Date and, unless terminated in accordance with the termination provisions provided herein, and shall continue until the later of (i) March __, 2027, or (ii) the stated expiration date under any extant Work Orders entered into between Customer and the Company.


3.2. Termination by Either Party . Termination by either Party shall be subject to the terms of Section 5.4 and Section 5.5 of the GTC or any applicable termination provisions of any Work Order entered into pursuant hereto. Term of the Services. The term of each of the Services or Subscription shall be as specified in the applicable Work Order or Scope of Work. Any Subscriptions renewal and per-unit pricing during such renewal will be subject to Section 5.2 of the GTC.



IN WITNESS WHEREOF the Parties have entered into this Services Agreement as of the date written above.

EMAAR HOSPITALITY GROUP LLC

Signature:
Name:
Title:
Date:



Mark Kirby
Head of Hospitality
15th March 2024

MB



FRONTLINE PERFORMANCE GROUP, LLC

Signature
Name:
Title:
Date:





EXHIBIT A

"WORK ORDER - SAMPLE"

Customer Address and Billing Details

Customer Name:	_____	Billing Entity:	_____
Program Sponsor:	_____	Billing Address:	_____
Sponsor Title:	_____	Billing Contact:	_____
Sponsor Email:	_____	Billing Contact	_____
		Title:	_____
Sponsor Phone:	_____	Billing Email:	_____
Commencement	_____	Billing CC Email:	_____
Date:	_____		
Recommencement	_____	Billing Currency:	USD
Date:	_____		

Package Services and Fees

Front Desk - Package 1

Item	Payment Term *	Unit Price
Setup	Prepayment	x xxx xx
Front Desk Software Subscription	Quarterly in advance	x xxx xx



Terms and Conditions

This Work Order is subject to Company's General Terms and Conditions (GTC) dated DD-MM-YYYY and Master SaaS and Services Agreement dated DD-MM-YYYY. This Work Order, the MSSA and the GTC constitute the entire agreement between Company and Customer governing the Services referenced above ("Agreement") to the exclusion of all other terms. Customer represents that its signatory below has the authority to bind Customer to the terms of this Work Order and the Agreement. The terms of this Work Order is deemed to be Confidential Information.

The Term of this Work Order is twelve (12) months from the Commencement Date.

THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES TO COMPANY IN THE EVENT OF CUSTOMER'S TERMINATION (ACTUAL OR CONSTRUCTIVE) OF THIS STATEMENT OF WORK WOULD BE IMPOSSIBLE OR IMPRACTICAL TO DETERMINE AND THAT THIS PROVISION FOR A TERMINATION FEE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AND KNOWN TO THE PARTIES AS OF THE DATE OF THIS WORK ORDER.

The Software Subscription will auto-renew upon expiration date of the Term of this Work Order for the same Term as original provided herein (i.e., a Renewal Term of twelve (12) months), unless either party gives the other written notice of non-renewal at least thirty (30) days before the end of the relevant Term.

For services and commitments associated to professional services documented in Package Services & Fees please refer to the Packages, Deliverables & Commitments attached as Schedule 1.

Recommend best practices to adopt to optimize your purchase can be found attached as Schedule 2.

Prices quoted are in USD. If a different Billing Currency is selected, Invoices will be issued in the Billing Currency at the prevailing exchange rate taken from XE.COM or similar on the date the invoice is issued. Prices quoted do not include any taxes that may apply. Any applicable taxes will be calculated and billed at invoicing. This is not an invoice.

Invoiced amounts for fees or services are net of any taxes. Any applicable sales or VAT taxes will be calculated and added to invoices. Any excise, withholding or other taxes are the responsibility of the Customer.

This Work Order will automatically expire thirty (30) days after the Submission Date noted above if not executed by the Customer. A revised Work Order may be issued.

Upon signature by Customer and submission to Company, this Work Order shall become legally binding unless this Work Order is rejected by Company for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Work Order, (2) changes have been made to this Work Order (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Work Order.

If an FPG Consultant is required to travel to visit the Hotel to deliver onsite services, the Logistics Fees apply. For further details, please refer to the Logistics Fees Schedule attached as Schedule 3.



Payment Info

We wish to change the Payment Terms for Software Subscription. If no choice is selected, Payment Terms will be as indicated above.

Quarterly in advance * Prepaid

** If a Customer selects 'Quarterly in advance', Customer will be billed quarter starting on the Commencement Date, a quarterly invoice will be issued each quarter, up to the End of the Term.*

Please select Payment Method. If no choice is selected, Payment Method will default to Wire Transfer.

Wire Transfer Direct Debit Credit Card **

*** Only for applicable countries. Corresponding Credit Card administrative fee will be included in your invoice.*

Authorized Signatory

The Customer agrees to the terms and conditions as stated herein.

Customer Name: _____ Billing Entity: _____

Signature and Company Stamp (if applicable)

Name

Job Title

Date



SCHEDULE 1 TO WORK ORDER

FRONT DESK

Service Based Sales Program

PACKAGES, DELIVERABLES, COMMITMENTS

SOFTWARE SUBSCRIPTION

Unlimited IN-Gauge™ User Licenses

(for actively employed Front Office Staff and Management of the Customer as well as supporting departments such as Finance, HR and General Management)

- ✓ Configurable user dashboards assigned to licensed users
- ✓ Front Desk and Management interaction through social channels and messaging assigned to licensed users
- ✓ Incentive plan modules assigned to licensed users and reporting activated for management and finance/payroll dept as assigned by Customer
- ✓ Transaction audit module with suspense clearance enabled
- ✓ Activated Goal Setting and tracking modules
- ✓ Coaching tracking modules activated and assigned to Program Champion and Management
- ✓ Dashboards and analytics activated and updated daily (or more frequently depending upon the PMS used at the property)
- ✓ Customer Leadership views activated and assigned to appropriate users

Digital Learning Platform Powered by IN-Gauge™

(our comprehensive Learning Management System (LMS) comes with hundreds of skill-focused videos to train frontline staff for success)

- ✓ Comprehensive Learning Paths for frontline teams to improve both service and sales
- ✓ Video library offering quick and digestible topics for frontline teams
- ✓ Simple tracking of completed learning across the property
- ✓ Self-paced learning
- ✓ Learning Paths supporting leadership and management
- ✓ Champion Certification - Tactical
 - o Intended for Champions to get to know the program and the foundation level knowledge of FPG methodology
- ✓ Champion Certification - Performance
 - o Intended for Champions to understand coaching and training principles and how to apply them in an advanced way
- ✓ Access to Champion educational community

IN-Gauge™ Technical Support

- ✓ Self-help resources and guides
- ✓ Ticket-based support for troubleshooting and configuration assistance

Virtual Consulting by dedicated Customer Success Team

- ✓ Performance-based digital support and guidance on the FPG Foundation Framework and global best practices
- ✓ 1:1 consultation available by appointment for leadership and Program Champions



PACKAGES, DELIVERABLES, COMMITMENTS

PROFESSIONAL SERVICES - OPTIONAL

Onsite or remote professional services may be available for additional purchase. Services can include any combination of the following:

- ✓ Consulting
- ✓ Classroom Training
- ✓ Coaching
- ✓ Professional Services Logistics Fee can be viewed [HERE](#).
Duration of a visit will vary depending on the potential performance impact. Please connect with the Customer Success Team for further information.

SETUP & ACTIVATION

The Setup fee provides the following implementation activities:

- ✓ IN-Gauge™ Setup & Configuration with property PMS
- ✓ Testing & Implementation of the IN-Gauge™ Software
- ✓ General Manager Foundation
 - o Dedicated session to educate property leadership on the FPG program
- ✓ Incentive program & product consulting
- ✓ Laying the Foundation
 - o Dedicated session to introduce the FPG Foundation Framework highlighting areas of importance to property leadership and Program Champions
- ✓ Champion PowerUP
 - o Dedicated session to educate Program Champions IN-Gauge and data activation actions
- ✓ Frontline PowerUP
 - o Live dedicated session to introduce frontline teams to IN-Gauge and learn to maximize their revenue potential

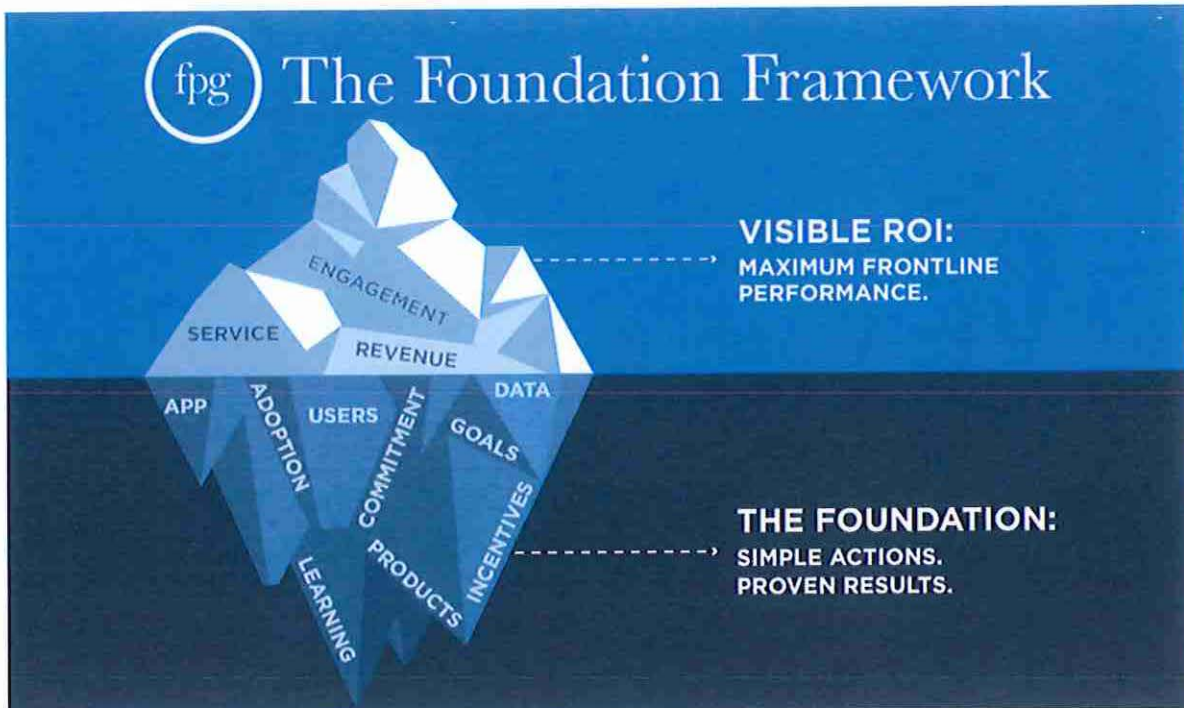
CUSTOMER COMMITMENT

- ✓ Leaders will make considerable effort to comply with the FPG Foundation Framework, which can be found [HERE](#).
- ✓ Leaders will encourage the Champion(s) to support the program and implement the FPG Foundation Framework, including the use of IN-Gauge™

INVESTMENT	Subscription	Setup	Subscription	Setup	Professional
	Per Room/Month	One Time	Month-to-Month (No Commitment)		Services Per Day
USD	3.00	1,500	5.00	Included	1,750
GBP	2.50	1,240	4.17	Included	1,445
EUR	2.95	1,470	4.92	Included	1,715
JPY	370.00	183,000	617.00	Included	214,000
CAD	4.10	2,050	6.83	Included	2,400
INR	245.00	22,000	408.33	Included	142,000



SCHEDULE 2 TO WORK ORDER

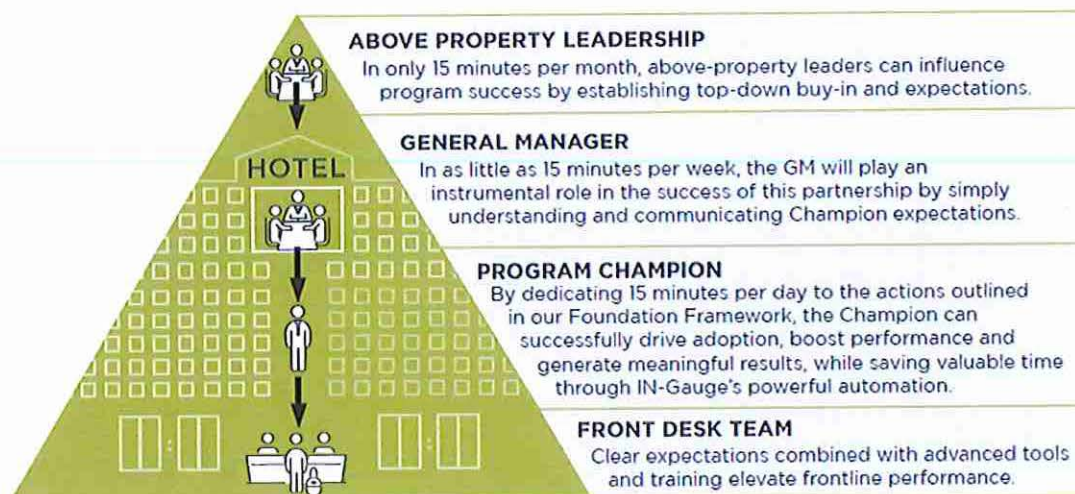


ROI-FOCUSED SOFTWARE

CLEAR FRAMEWORK. SIMPLE ACTIONS. PROVEN RESULTS.

While most SaaS companies have taken a hands-off ("you're on your own") approach to customer success, FPG remains focused on equipping our customers to achieve the highest return on their technology investment.

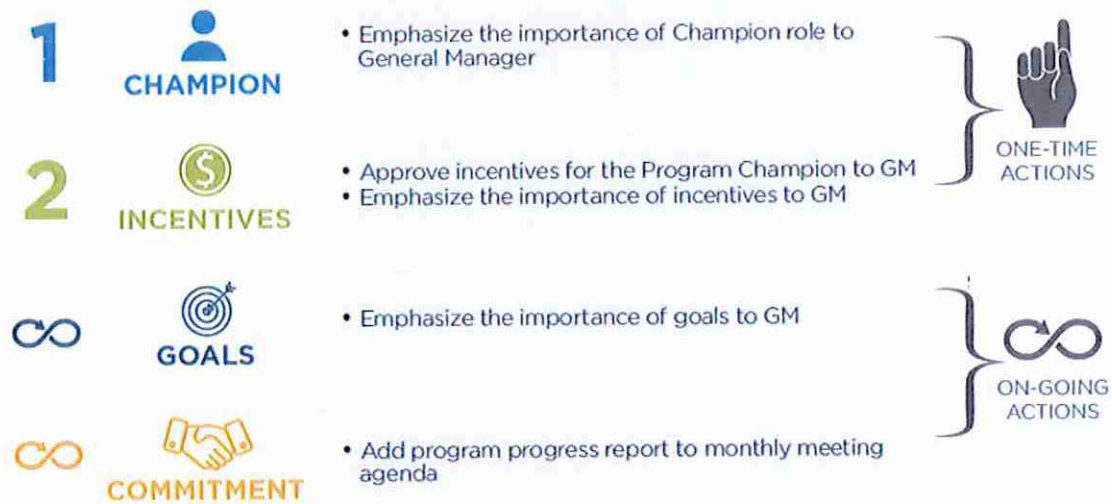
We distilled our 30 years of service and revenue experience down to the core actions that matter most. The Foundation Framework paves the shortest path between YOU and success, with minimal disruption and maximum results.





The Foundation Framework

ABOVE PROPERTY ACTIONS



A small effort at the above-property level can lead to exponential revenue returns across your portfolio



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The Foundation Framework

GENERAL MANAGER ACTIONS





The Foundation Framework

CHAMPION ACTIONS

1 INTRODUCTION

- Complete the Champion Foundation Sessions

2 PRODUCTS

- Configure your property's product offerings
 - Rooms
 - Other Revenue (e.g., Breakfast, Late Check Out, etc.)

3 USERS

- Invite or add users to IN-Gauge

4 INCENTIVES

- Implement agent and Champion incentives
- Communicate and educate team on incentive plan

5 LEARNING

- Complete all Champion required Foundation learning
- Ensure all agents complete:
 - Required Foundation learning
 - Recommended learning

6 MOBILE APP

- Champion and agents to download IN-Gauge mobile app
 - All users regularly utilize the IN-Gauge mobile app
- *Mobile app not available in certain countries

GOALS

- Update property and agent revenue goals in IN-Gauge
- Ensure all agents accept their monthly goal
- Achieve monthly goals and hold agents accountable

DATA

- Manage Audit Trail
- Ensure data flows to IN-Gauge
- Adhere to data rules

ADOPTION

- Log in daily as a Champion
- Set expectation for agents to log in regularly and track their goal progress and earnings
- Maintain IN-Gauge by updating users/products as needed

COMMITMENT

- Meet with FPG when required
- Own it
- Deliver results



ONE-TIME ACTIONS



ON-GOING ACTIONS

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The Foundation Framework

FRONTLINE ACTIONS

1 LEARNING

- Complete all Foundational learning

2 MOBILE APP

- Download the IN-Gauge mobile app
- Access your Learning Center on the go
- *Mobile app not available in certain countries

GOALS

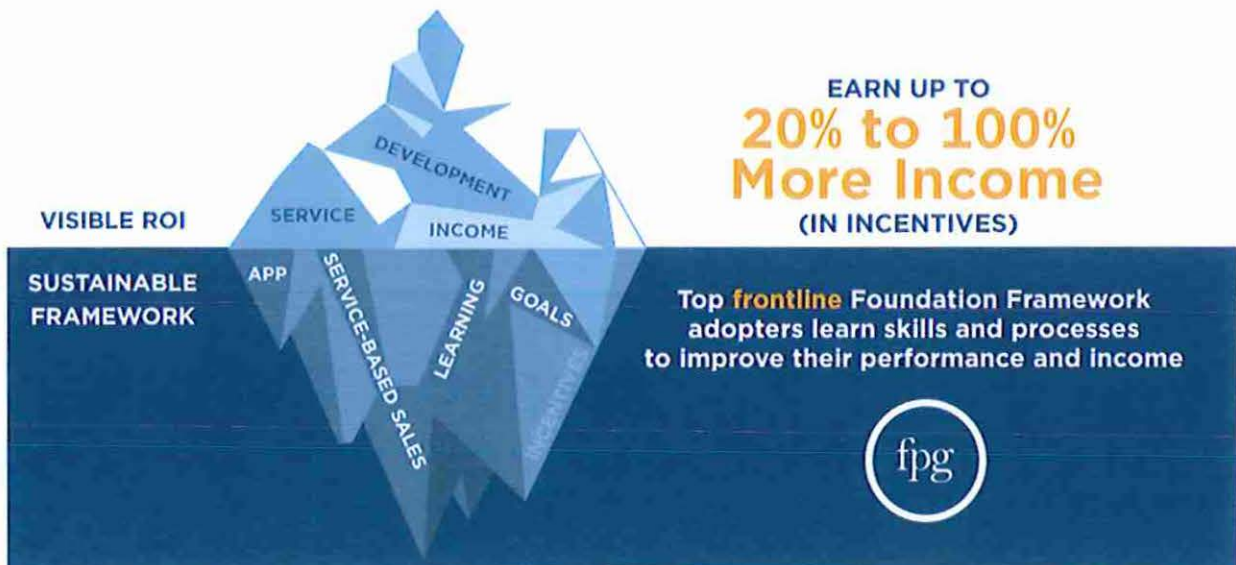
- Accept and achieve your:
 - Monthly individual goal
 - Monthly property goal
- Monitor your progress

SERVICE-BASED SALES

- Offer enhanced experiences 100% of the time by following the FPG Service & Sales Program
- Implement the key dialogues learned in your training

ADOPTION

- Log into IN-Gauge each shift
- Track your incentive progress
- Review the Daily Game Plan
- Interact on the Team Feed





SCHEDULE 3 TO WORK ORDER

TRAVEL AND LOGISTICS FEES & OBLIGATIONS – EFFECTIVE 01 JANUARY 2022

REGION	APPLICABLE TO MAJOR CITIES IN THE FOLLOWING SUB-REGIONS	USD	GBP	EUR	JPY	CAD
APeC	AUSTRALIA, NEW ZEALAND	750				
	JAPAN	500			61,000	
	SOUTH EAST ASIA - SINGAPORE, THAILAND, VIETNAM, CAMBODIA, INDONESIA, MALAYSIA, PHILIPPINES	500				
	SOUTH PACIFIC (INDIA, BANGLADESH)	500				
	SOUTH KOREA	500				
	FIJI	750				
	MALDIVES	750				
	SAMOA	750				
	NEW CALEDONIA	750				
GREATER CHINA	REPUBLIC OF CHINA (TAIWAN)	500				
	PEOPLES REPUBLIC OF CHINA	500				
EUROPE	EUROPE (EEC , UK)		205	245		
	EUROPE (NON EEC)	500				
MEA	MIDDLE EAST	250				
	AFRICA	750				
AMERICAS	CANADA					685
	USA	500				
	LATAM	750				

Logistics Fees will be charged to a Customer when a Trainer or Consultant is required to travel On-site to deliver On-site Training or Consulting. The prices above assume the Hotel is located within a Major Metropolitan City within the Sub-Regions listed, where FPG may not have a Local resource.

A Local resource is defined as meeting the following 3 conditions:

- 1) Resides within 150km of the Hotel where onsite services are to be delivered and,
- 2) has the specialist skills to deliver the Services purchased and,
- 3) is available to deploy on the dates scheduled with the Customer

Logistics Fees are intended to cover the following costs of delivery associated with each onsite visit:

- the cost of economy airfare, taxes, fuel charges, from the specified FPG Trainer/Consultants resident location to the airport closest to the Hotel location or,
- the cost of a direct high-speed train ticket to the hotel location if more convenient
- ground transportation to and from Trainers/Consultants home to the airport / train station
- any cost of internet connection while onsite
- if a Trainer/Consultant requires a visa to visit the Country
- the recognized loss of revenue generating activities while the Consultant is in transit



All Prices will be charged and invoiced in the Clients domicile currency where the currency is indicated in the table above. All other countries will be billed in USD. Prices exclude applicable taxes or duties.

Please note, to keep Logistics Fees at a minimum, on-site visits are planned a minimum of ten (10) days in advance. If a Customer requests an on-site visit at short notice or, makes a last-minute change to a scheduled visit, customers will be informed of any delta in fees, prior to committing to a change of the scheduled delivery date. Customer will be asked to first confirm any fee delta before rescheduling.

Where a Hotel Location incurs significant additional one-off fees, such as Visa's, such fees may need to be added as an incremental Logistics charge. Hotels will be informed of such fees.

Prices may be adjusted from time to time relative to market rates. Hotels will be notified at least thirty (30) days in advance of any change in Logistics Fee.

For any confirmed Onsite visits (including any holidays and weekends) the Customer will provide the FPG Consultant with the following:

- a suitable venue for training
- onsite secretarial assistance, if required for the program (eg. use of the business centre)
- complimentary internet access
- a deluxe hotel room
- food & beverage (3 meals per onsite day in either guest restaurants or room service)
- round trip airport transfers



EXHIBIT B

"SCOPE OF WORK - SAMPLE"

Order No: _____	
Submission Date: _____	
Legal Entity: _____	

SCOPE OF WORK - SAMPLE

Customer Address and Billing Details		
Customer Name: _____	Billing Entity: _____	
Program Sponsor: _____	Billing Address: _____	
Sponsor Title: _____	Billing Contact: _____	
Sponsor Email: _____	Billing Contact Title: _____	
Sponsor Phone: _____	Billing Email: _____	
Commencement Date: _____	Billing CC Email: _____	
Recommencement Date: _____	Billing Currency: USD	

Package Services and Fees		
Item	Payment Term *	Unit Price
Launch	Prepayment	X,XXX.XX
Commission @ x%	Monthly in arrears	X,XXX.XX

1



Terms and Conditions

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The Term of this Scope of Work is twelve (12) months from the Commencement Date.

THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES TO COMPANY IN THE EVENT OF CUSTOMER'S TERMINATION (ACTUAL OR CONSTRUCTIVE) OF THIS STATEMENT OF WORK WOULD BE IMPOSSIBLE OR IMPRACTICAL TO DETERMINE AND THAT THIS PROVISION FOR A TERMINATION FEE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AND KNOWN TO THE PARTIES AS OF THE DATE OF THIS WORK ORDER.

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Order No: _____
Submission Date: _____
Legal Entity: _____

Payment Info

Please select Payment Method. If no choice is selected, Payment Method will default to Wire Transfer.

☐ Wire Transfer ☐ Direct Debit ☐ Credit Card **

** Only for applicable countries. Corresponding Credit Card administrative fee will be included in your invoice.

Authorized Signatory

The Customer agrees to the terms and conditions as stated herein.

Customer Name: _____ Billing Entity: _____

Signature and Company Stamp (if applicable)

Name

Job Title

Date



Handwritten initials



SCHEDULE 1 TO SCOPE OF WORK

FRONT DESK

Service Based Sales Program

PACKAGES, DELIVERABLES, COMMITMENTS

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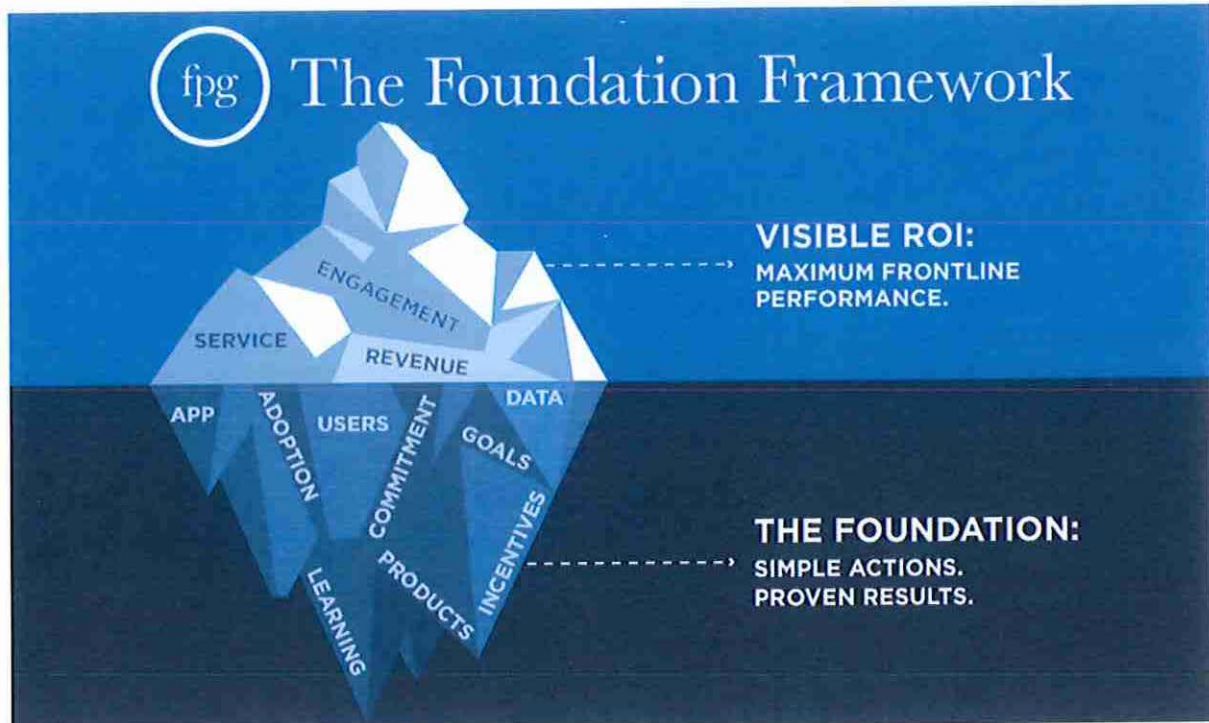
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- ✓ Leaders will encourage the Champion(s) to support the program and implement the FPG Foundation Framework, including the use of IN-Gauge™

INVESTMENT	Subscription Per Room/Month	Setup One Time	Subscription Month-to-Month (No Commitment)	Setup	Professional Services Per Day
USD	3.00	1,500	5.00	Included	1,750
GBP	2.50	1,240	4.17	Included	1,445
EUR	2.95	1,470	4.92	Included	1,715
JPY	370.00	183,000	617.00	Included	214,000
CAD	4.10	2,050	6.83	Included	2,400
INR	245.00	22,000	408.33	Included	142,000



SCHEDULE 2 TO SCOPE OF WORK

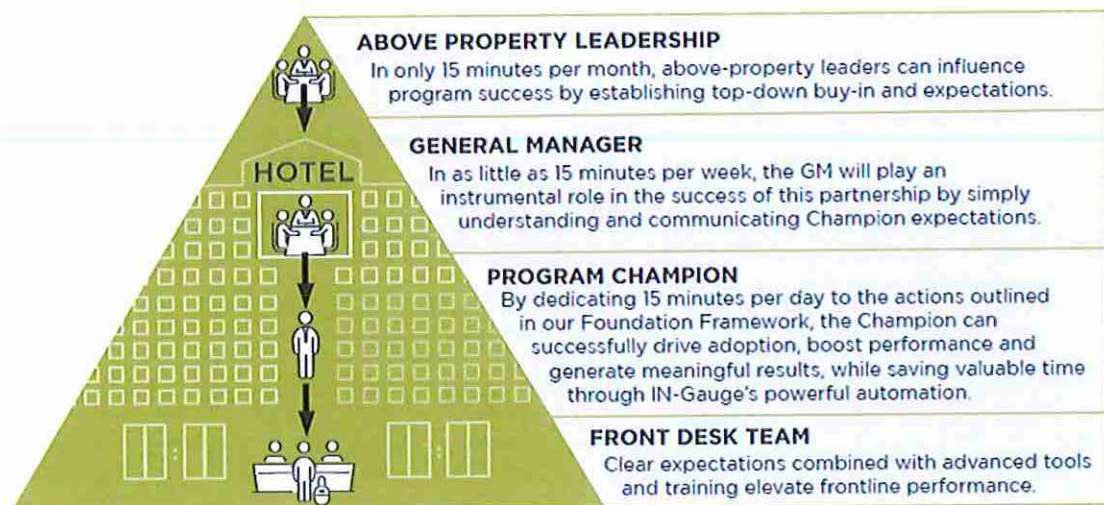


ROI-FOCUSED SOFTWARE

CLEAR FRAMEWORK. SIMPLE ACTIONS. PROVEN RESULTS.

While most SaaS companies have taken a hands-off ("you're on your own") approach to customer success, FPG remains focused on equipping our customers to achieve the highest return on their technology investment.

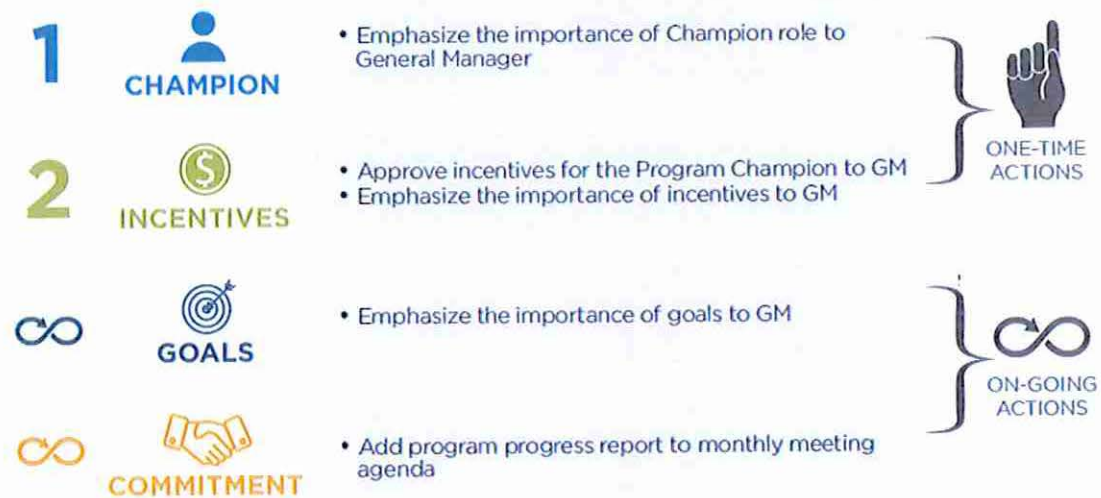
We distilled our 30 years of service and revenue experience down to the core actions that matter most. The Foundation Framework paves the shortest path between YOU and success, with minimal disruption and maximum results.





The Foundation Framework

ABOVE PROPERTY ACTIONS



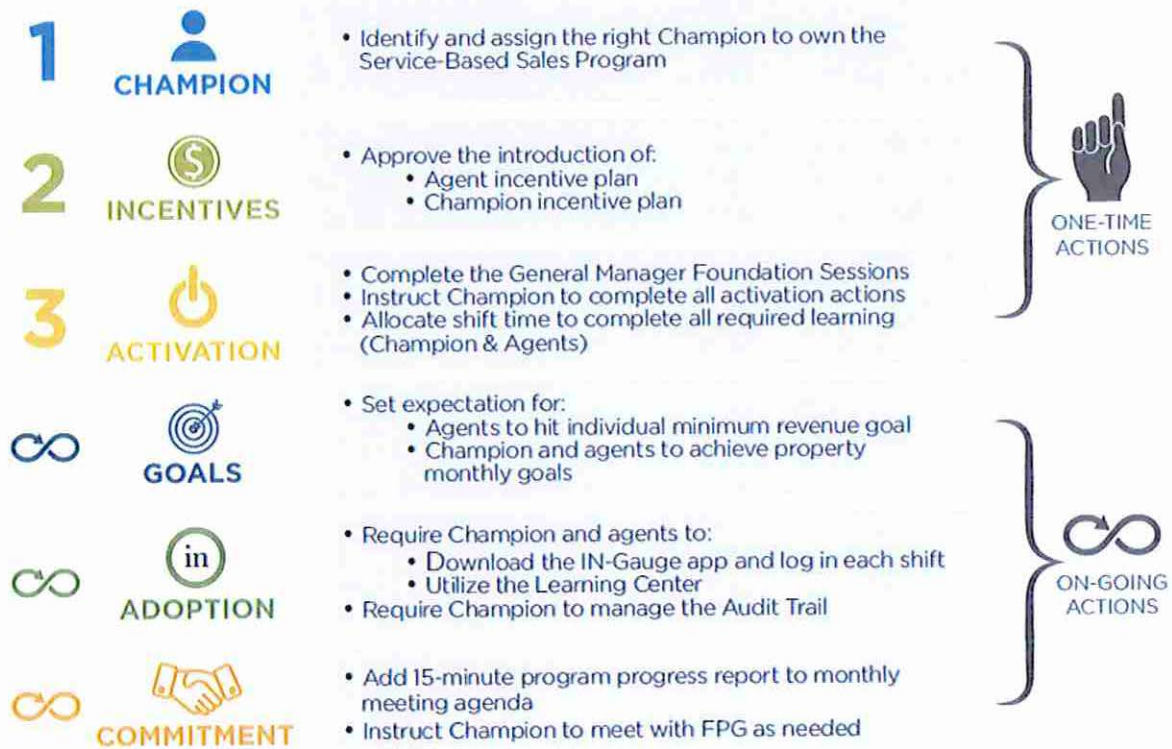
A small effort at the above-property level can lead to exponential revenue returns across your portfolio





The Foundation Framework

GENERAL MANAGER ACTIONS



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Handwritten signature



The Foundation Framework

CHAMPION ACTIONS

1 INTRODUCTION

- Complete the Champion Foundation Sessions

2 PRODUCTS

- Configure your property's product offerings
 - Rooms
 - Other Revenue (e.g., Breakfast, Late Check Out, etc.)

3 USERS

- Invite or add users to IN-Gauge

4 INCENTIVES

- Implement agent and Champion incentives
- Communicate and educate team on incentive plan

5 LEARNING

- Complete all Champion required Foundation learning
- Ensure all agents complete:
 - Required Foundation learning
 - Recommended learning

6 MOBILE APP

- Champion and agents to download IN-Gauge mobile app
 - All users regularly utilize the IN-Gauge mobile app
- *Mobile app not available in certain countries

GOALS

- Update property and agent revenue goals in IN-Gauge
- Ensure all agents accept their monthly goal
- Achieve monthly goals and hold agents accountable

DATA

- Manage Audit Trail
- Ensure data flows to IN-Gauge
- Adhere to data rules

ADOPTION

- Log in daily as a Champion
- Set expectation for agents to log in regularly and track their goal progress and earnings
- Maintain IN-Gauge by updating users/products as needed

COMMITMENT

- Meet with FPG when required
- Own it
- Deliver results



ONE-TIME
ACTIONS



ON-GOING
ACTIONS

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The Foundation Framework

FRONTLINE ACTIONS

1



LEARNING

- Complete all Foundational learning

2



MOBILE APP

- Download the IN-Gauge mobile app
- Access your Learning Center on the go
- *Mobile app not available in certain countries



GOALS

- Accept and achieve your:
 - Monthly individual goal
 - Monthly property goal
- Monitor your progress



SERVICE-BASED SALES

- Offer enhanced experiences 100% of the time by following the FPG Service & Sales Program
- Implement the key dialogues learned in your training



ADOPTION

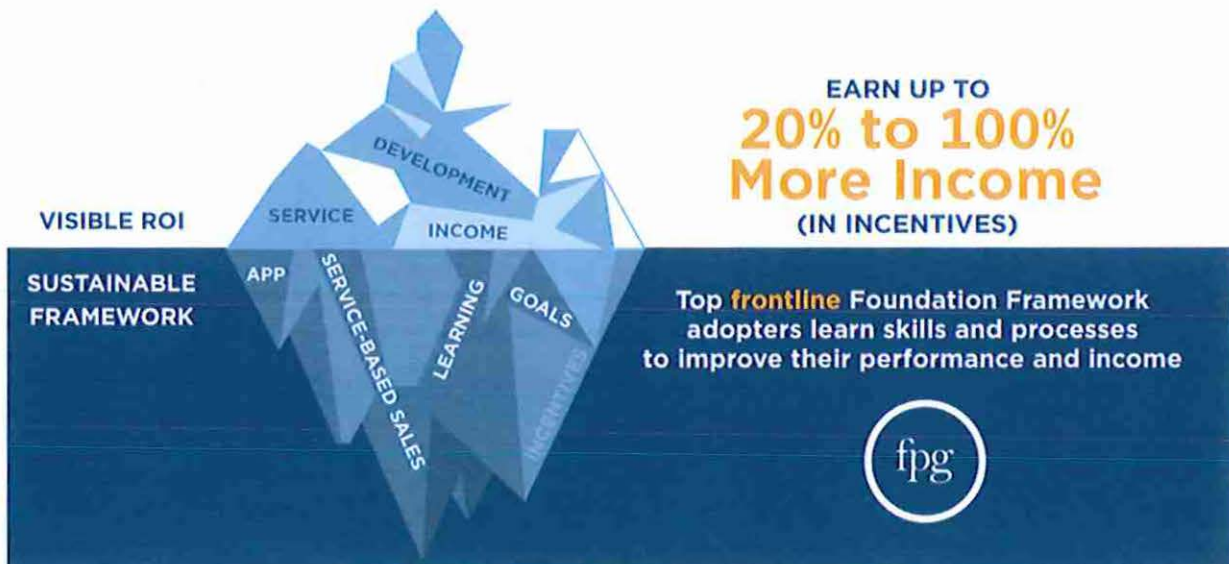
- Log into IN-Gauge each shift
- Track your incentive progress
- Review the Daily Game Plan
- Interact on the Team Feed



ONE-TIME ACTIONS



ON-GOING ACTIONS





SCHEDULE 3 TO SCOPE OF WORK

TRAVEL AND LOGISTICS FEES & OBLIGATIONS – EFFECTIVE 01 JANUARY 2022

REGION	APPLICABLE TO MAJOR CITIES IN THE FOLLOWING SUB-REGIONS	USD	GBP	EUR	JPY	CAD
APeC	AUSTRALIA, NEW ZEALAND	750				
	JAPAN	500			61,000	
	SOUTH EAST ASIA - SINGAPORE, THAILAND, VIETNAM, CAMBODIA, INDONESIA, MALAYSIA, PHILIPPINES	500				
	SOUTH PACIFIC (INDIA, BANGLADESH)	500				
	SOUTH KOREA	500				
	FIJI	750				
	MALDIVES	750				
	SAMOA	750				
	NEW CALEDONIA	750				
GREATER CHINA	REPUBLIC OF CHINA (TAIWAN)	500				
	PEOPLES REPUBLIC OF CHINA	500				
EUROPE	EUROPE (EEC , UK)		205	245		
	EUROPE (NON EEC)	500				
MEA	MIDDLE EAST	250				
	AFRICA	750				
AMERICAS	CANADA					685
	USA	500				
	LATAM	750				

Logistics Fees will be charged to a Customer when a Trainer or Consultant is required to travel On-site to deliver On-site Training or Consulting. The prices above assume the Hotel is located within a Major Metropolitan City within the Sub-Regions listed, where FPG may not have a Local resource.

A Local resource is defined as meeting the following 3 conditions:

- 1) Resides within 150km of the Hotel where onsite services are to be delivered and,
- 2) has the specialist skills to deliver the Services purchased and,
- 3) is available to deploy on the dates scheduled with the Customer

Logistics Fees are intended to cover the following costs of delivery associated with each onsite visit:

- the cost of economy airfare, taxes, fuel charges, from the specified FPG Trainer/Consultants resident location to the airport closest to the Hotel location or,
- the cost of a direct high-speed train ticket to the hotel location if more convenient
- ground transportation to and from Trainers/Consultants home to the airport / train station
- any cost of internet connection while onsite
- if a Trainer/Consultant requires a visa to visit the Country
- the recognized loss of revenue generating activities while the Consultant is in transit



All Prices will be charged and invoiced in the Clients domicile currency where the currency is indicated in the table above. All other countries will be billed in USD. Prices exclude applicable taxes or duties.

Please note, to keep Logistics Fees at a minimum, on-site visits are planned a minimum of ten (10) days in advance. If a Customer requests an on-site visit at short notice or, makes a last-minute change to a scheduled visit, customers will be informed of any delta in fees, prior to committing to a change of the scheduled delivery date. Customer will be asked to first confirm any fee delta before rescheduling.

Where a Hotel Location incurs significant additional one-off fees, such as Visa's, such fees may need to be added as an incremental Logistics charge. Hotels will be informed of such fees.

Prices may be adjusted from time to time relative to market rates. Hotels will be notified at least thirty (30) days in advance of any change in Logistics Fee.

For any confirmed Onsite visits (including any holidays and weekends) the Customer will provide the FPG Consultant with the following:

- a suitable venue for training
- onsite secretarial assistance, if required for the program (eg. use of the business centre)
- complimentary internet access
- a deluxe hotel room
- food & beverage (3 meals per onsite day in either guest restaurants or room service)
- round trip airport transfers

EXHIBIT C- GENERAL TERMS AND CONDITIONS

[SEE ATTACHED]





GENERAL TERMS & CONDITIONS

JAN 2022

Execution Version



FPG GENERAL TERMS AND CONDITIONS ("GTC")

THIS GTC GOVERNS YOUR PURCHASE AND USE OF FPG GROUP COMPANY SERVICES.

IF YOU REGISTER FOR A TRIAL OF OUR SERVICES, THIS GTC WILL ALSO GOVERN THAT TRIAL.

BY ACCEPTING THIS GTC, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN AGREEMENT (AS DEFINED BELOW) THAT REFERENCES THIS GTC, YOU AGREE TO THE TERMS OF THIS GTC. IF YOU ARE ENTERING INTO THIS GTC ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MUST NOT ACCEPT THIS GTC AND MAY NOT USE THE SERVICES.

You may not access the Services if you are a direct competitor of FPG or any FPG Group Company. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This GTC was last updated on 01 August 2022 and supersedes all prior versions.

1. Definitions

- 1.1. Under this GTC, unless the context otherwise requires, the following terms shall have the respective meanings indicated:

Add-Ons	The add-on Services that are described in any ORF or Services Agreement.
Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
Agreements	This GTC, any Services Agreements or any ORFs.
Business Day	A Day which is neither Saturday, Sunday or a public holiday where Customer is located.
Commencement Date	The earliest of: (i) the date specified in an Agreement where Provider shall commence provision of Services, (ii) the date Customer has accepted or deemed to have accepted Services in accordance with the Acceptance of Services outlined in Section 3.5, or (iii) the date Customer begins utilizing Services. Applicable Fees for Services or Packages commence to accrue on the Commencement Date.
Consultant or FPG Consultant	The consultant provided by FPG responsible for delivering certain Services.
Customer Data	Any and all information owned or provided by Customer, in any form, format or media (including paper, electronic and other records), that Provider has access to, obtains, uses, maintains or otherwise handles in connection with the performance of Services, including Guest Data and Personal Data, if any.
Customer Order	Request for Service submitted by Customer or Customer Affiliate in the form of ORF or Agreement designated by Provider (including any addenda and



Form ("ORF")	supplements thereto) and accepted by Provider in accordance with this GTC, detailing Services (in all events to the exclusion of any Customer proposed terms and conditions of purchase or purchase order(s) or other Customer proposed terms of business). Note the ORF may also be referenced as a "Work Order", "Scope of Work", or "Scope of Services".
Data Protection Regulations	means all national and local laws, regulations and rules by any government, agency or authority applicable to the processing of Personal Data under the Service Agreement, including the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).
Day	An eight (8) hour day typically starting at 9:00am and finishing at 5:00pm with one (1) hour for lunch.
Deliverables	All Documents, Content, products and materials developed by the Provider or its agents, subcontractors, Consultants and employees in relation to the Services and the Programs, in any form, including data, reports, presentations and specifications (including drafts) if any.
Documentation	Documents or information provided in relation to the Services including user guides, white papers, on-line help, quick-reference guides, any drawing, map, plan, diagram, design, picture or other image or record embodying information in any form.
End-User	The ultimate user of the Services.
Fees	The amount to be paid to Provider for each of the Services, Subscriptions or Packages, as outlined in any applicable Agreement.
FPG Group Company	Any of the following companies, namely Frontline Performance Group, LLC, Frontline Performance Group UK, LTD, Frontline Performance Group SL, TSA Training Services Pte. Ltd, TSA Consultancy Services Pte. Ltd., TSA Technology Solutions Pte. Ltd., TSA Training Services FZ-LLC., TSA Performance Services Limited, and TSA Solutions Corporation, or any of their Affiliates.
FPG Software (also referred to as IN-Gauge SM)	Infrastructure, technology, communications network, equipment, storage capacity, data integration, software, and reporting analytics delivered as Subscription, which FPG owns, leases or uses to provide Subscription Services (also referred to as "Hosted Services") including any of the following: <ul style="list-style-type: none"> • IN-GaugeSM Performance Management Software • Data extraction Process to support PMS, POS, Datawarehouse, Data Lake or any customer third party application • FPG Front Desk Upsell tracking and reporting processes and mechanism • IN-GaugeSM modular application to include core functionality, features and UI • IN-GaugeSM machine learning products to learn application • IN-GaugeSM Knowledgebase • IN-GaugeSM administration panel provided as part of IN-GaugeSM
FPG Technology	FPG Software – IN-Gauge Performance Management Software containing audio visual information, processes, algorithms, user interfaces, user guides, trade secrets, techniques, Licensed Marks, Technical material, documentation or information proprietary to or licensed to Provider.
Force Majeure Event	Any cause beyond a Party's reasonable control that forces the other Party to cease operations, including, without limitation, any act of war, act of nature, pandemic, earthquake, hurricanes, tornados, flood, fire or other similar



	casualty, embargo, riot, terrorism, insurrections, sabotage, strike or labor difficulty, governmental act, law or regulation, inability to procure materials or transportation facilities, failure of power, court order, failure of the internet, failure of a supplier or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
Guest	An individual or entity seeking accommodations or services at the Customer's facilities;
Guest Data	Any and all information submitted by or authorized for submission by a Guest and supplied to the Provider by Customer in furtherance of the Services;
Intellectual Property Rights	Any and all registered and unregistered rights granted, applied for or otherwise related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws and all renewals and extensions thereof, arising under the law of the United States of America or of any other country;
Licensed Marks	As to Provider, trade or service marks or logos associated with any FPG Group Company, and their Affiliates, FPG Professional Services, FPG Software - IN-Gauge, and FPG Packages; As to Customer, trade or service marks or logos associated with Customer.
Notification	A written correspondence (including email correspondence) from Provider to Customer informing of any Service updates or Product/Service/Package enhancements such as a) Subscription or Package auto-renewal date and terms b) any changes to Customers Subscribed Services c) feature updates, enhancements or release updates d) scheduled maintenance or availability.
On-Site Service:	Professional Services provided by a trainer or Consultant at the location occupied by Customer or Customers End Users (as applicable).
Packages	Any combination of Services offered for a fixed fee, within a specified period along with specified Package terms. Packages to be structured for Customer based on Customer needs.
Party(ies)	The Customer and the Provider, individually or collectively.
Personal Data, Personal Information, Personally-identifiable information	Any information as defined under Privacy Law or government Data Protection Regulations, generally classified as identifying or relating to an identifiable individual, including name, address, telephone number, e-mail, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically or audio media) and may include such information that is generated, collected, stored or obtained as part of this GTC or such information that Provider may have access to under any Agreement.
Privacy Law	Any applicable law, regulation or binding policy of any governmental authority that relates to the security and protection of any personally identifiable information, data privacy, trans-border data flow or data protection.
Program	The content, methodology, materials and metrics that focus on a specific business unit or operational division of the Customer's property such as rooms and front desk, reservations, food & beverage, spa, or general programs that may apply to all Customer staff such as morale management, essential selling skills, cultural transformation, Service recovery.



Project Manager	Designated representative from each Party responsible to manage Services and ensure obligations relative to the Agreement.
Professional Services	<p>Training, coaching, consulting services provided by:</p> <ul style="list-style-type: none"> - Consultants for the purpose of: <ul style="list-style-type: none"> o maximizing Customer performance across revenue management, operations and finance. Working with Customer to develop implementation plans, ROI analysis, identifying opportunity, and establishing relevant revenue, profit, Guest loyalty, and Guest satisfaction goals and metrics. o increasing the performance of Customer employees, providing training, coaching and support for Customer business goals. - Trainers fulfilling Services defined in Customer Agreement. <p>Professional Services may be delivered on-site at Customer location or remote via messaging, phone call, video call, or video conference.</p>
Provider or FPG	Frontline Performance Group, LLC, a Florida limited liability company, and having its office at 1075 West Morse Boulevard, Winter Park, Florida 32789
Remote Service	Services provided by Trainer or Consultant via remote infrastructure such as phone calls, video conference, webinars, chats.
Services	Support rendered by Provider as outlined in the Agreement with Customer.
Services Agreement	Any agreement between Provider and Customer regarding the provision of Services.
Shared Services	Includes but not limited to, administration, monitoring, auditing, and support services, maintained by Provider.
Subscriber	Customer who has purchased a Subscription from Provider.
Subscription	Provider Services purchased for a recurring or perpetual term.
Tax or Taxes	<p>Sales Tax, Withholding Tax, Value Added Tax, Goods & Services Tax or other applicable tax, as imposed by the government regulation of the Country where Services are performed.</p> <p>Tax Law: The Law as amended or supplemented from time to time and any replacement thereto, of the Country where Services are performed.</p> <p>Valid Tax Invoice: An Invoice that meets the requirements of the applicable Tax Law of the Country where Services are performed.</p>
Trainer or FPG Trainer	Resource provided by FPG to facilitate instruction.
"Usage Data"	As defined in Section 12.9
"Metadata"	As defined in Section 12.10

2. GENERAL

- 2.1. Terms and Interpretation Unless otherwise defined in this GTC, capitalized terms will have the meaning set forth in the Definitions described in Section 1, in the Services Agreement (if any), in the ORF or any Documentation provided. Terms, acronyms and phrases known in the information technology industry shall be interpreted in accordance with their generally known meanings. Unless the context otherwise requires, words importing the singular include the plural and vice-versa; references to and use of the word "include" and its variations thereof shall mean "include without



- limitation" and "including without limitation".
- 2.2. Section, schedule and paragraph headings shall not affect the interpretation of this GTC.
- 2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 2.4. The GTC is part of any Services Agreement or ORF and shall have effect as if set out in full in the body of any Services Agreement or ORF.
3. SERVICES
- 3.1. This GTC sets forth the terms and conditions under which Customer and FPG agrees to (i) grant such Customer a Subscription to access and use certain Hosted Services and/or purchased Professional Services offered by the Provider;
- 3.2. The Services being made available to the Customer are described in an Agreement and briefly would involve;
- (a) Subscription to access and use certain Hosted Services, or perform services, functions and responsibilities related to the hosting of the software, system and services,
 - (b) Activation, implementation, configuration and enablement services,
 - (c) Professional Services and other Add-Ons such as onsite consulting, onsite training, all of which may be offered as a Package.
 - (d) Support Services
- (collectively referred to as "Services").
- 3.3. Applicable Services will be performed in accordance with the Service Levels set forth in Schedule A.
- 3.4. The specific Services to be provided by the Provider to the Customer will be detailed in each Agreement which will be effective when signed by the authorized parties and will be governed by the terms and conditions of this GTC. In the event of any conflict between the terms and conditions set forth in this GTC and the terms and conditions set out in the Agreement, the terms and conditions set out in the GTC shall take precedence.
- 3.5. Customer Participation and Acceptance. Services may be procured by Customer, pursuant to the terms herein. In the event Customer elects to subscribe to the Services, such Customer shall execute a Customer ORF on its own behalf. FPG and Customer agree that:
- 3.5.1. The determination to participate hereunder by Customer is voluntary and made at the discretion of Customer and its authorized signatory.
 - 3.5.2. Applicable Fees for Provider Services, including activation, Subscription or Add-ons will be outlined in the Agreement with Customer.
 - 3.5.3. Customer ORF Acceptance. Customer may submit signed ORF(s) requesting delivery of Services which Provider may accept by (i) sending a Welcome Letter acknowledging receipt and acceptance of the ORF; (ii) countersigning the ORF in accordance with the terms of this GTC; or (iii) by provisioning Services and sending Service Notification to Customer, whichever is earlier. Both Customer and Provider shall be contractually bound in respect of a particular ORF at (but not before) the occurrence of either event specified above. For the avoidance of doubt, Customer shall not be obligated to submit, nor shall Provider be obligated to accept, any ORF.
 - 3.5.4. Customer may purchase Services pursuant to this GTC, provided that an authorized representative of Customer executes the applicable ORF. The terms of this GTC shall apply to any ORF as if the Customer executed this GTC. Customer shall be the Customer of record for all the Services provided hereunder.



- 3.5.5. Credit Approval and Deposits. Provider reserves the right to conduct a credit check of Customer at any time, at Provider's expense. Upon Providers prior written request, Customer will make a deposit or provide other security for the payment of Service Fees or any other charges, as specified by Provider, in the event Customer fails to comply with the payment terms set forth in the ORF twice in any twelve month period, as a condition to Provider continuation of Services. When the provision of Services to Customer is properly terminated in accordance with this GTC, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded thirty (30) days of receipt of termination notification.
- 3.5.6. Upon execution of the ORF, the Customer which signs the ORF ("Subscriber") shall be responsible for its use of the Services and for its compliance with its obligations thereunder.
- 3.5.7. Executed ORF is not subject to negotiation of pricing or terms; with the exception that parties agree to cooperate reasonably with one another to adjust the ORF to the extent necessary to comply with the requirements of applicable laws in a particular location.
- 3.5.8. Provider shall invoice Customer directly for Services provided pursuant to the applicable ORF. Fees shall be invoiced to Subscriber pursuant to the terms of the ORF.

4. TRIAL OR PROMOTION PERIOD

- 4.1. If the Provider provides a trial, evaluation or promotion period of FPG Software or any other specified Service (the "Trial"), the specified Services will be made available free of charge until the earlier of (a) the end of the Trial for which the Customer is registered to use the applicable Service(s) or (b) the start date of the paid purchased Services and or Subscriptions purchased by the Customer or (c) termination by the Provider in its sole discretion.
- 4.2. Any data entered into the Services and any customization made to the Services by the Provider during the Trial will be permanently lost unless the Parties execute an Agreement for Services in consideration of payment to Provider, or Customer purchases a Subscription to the same Services.
- 4.3. During the Trial, Services are provided on an "as-is" basis without any warranty.
- 4.4. At the end of any Trial, Customer shall have the option to (1) complete the trial and cease using the Services without further obligation or (2) continue the Services by entering a ORF with Provider.
- 4.5. In the event a ORF is not executed, immediately prior to the end of any trial period, Provider shall deactivate Services and has no further obligation to provide Services to Customer.

5. **Term, Termination and Suspension**

- 5.1. Term of Agreement; Term of Access to the Service. The term of this GTC commences on the Commencement Date and continues until the stated term in all Agreements has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the Parties.
- 5.2. The term of each Service, Add-on or Subscription shall be as specified in the applicable Agreement. Upon the mutual written agreement between the Parties, Subscriptions will be renewed for additional periods. The per-unit pricing during any renewal term will be the same as that during the immediately prior term unless the Company gives the Customer written notice of a pricing increase at least 120 days before the end of that prior term, for the Customer's approval. In the event of a delay in such communication or it is not made, the pricing in force at that time shall continue to apply. Any such pricing increase will not exceed 3% of the pricing for applicable Services or Add-Ons in the immediate prior Subscription term, unless pricing is defined as promotional, introductory, seasonal, or one-time.
- 5.3. In the event Customer purchases a Package, Services included in Package are provided for a fixed price, fixed scope of delivery, fixed period of delivery, with payment required upfront and ineligible for cancellation, except as provided in Section 5.4.
- 5.4. Termination. Either Party shall be entitled to terminate the ORF or Services Agreement forthwith:



- 5.4.1. If the other Party (the "Defaulting Party") is in breach of any of the terms of the Agreement where such term is incapable of remedy or if such breach is capable of remedy, the Defaulting Party shall fail to remedy such breach within thirty (30) days' written notice of such breach; or
 - 5.4.2. Immediately, in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this GTC is terminated, all Agreements are simultaneously terminated; or
 - 5.4.3. Immediately, in the event Customer sells all or a substantial portion of its capital stock and/or assets and the purchaser thereof fails or refuses to assume Customer's obligations under the Agreements; or
 - 5.4.4. Immediately, in the event any representation or warranty made in the Agreements or any information furnished by the Defaulting Party in connection with the Agreements is incorrect or misleading.
- 5.5. The Customer shall have the right, to be exercised at any time at the Customer's discretion, for convenience and without having to express reasons to the Provider, to terminate this Agreement as follows: during the first six months of any Term, Customer shall be entitled to terminate this Agreement effective at the end of the sixth month of such Term, by written notice to Provider at any point between the first day of the Term and end of the fifth month of such Term. If Customer fails to provide notice as provided in this Section 5.5, Customer may only terminate this Agreement at the end of such Term. In either case, all invoices must be paid within 15 days after the termination of this Agreement. Termination of this Agreement and all related ORF, Services, work order and/or scope of work by the Customer in accordance with this clause 5.5 shall be without any liability to the Provider.
- 5.6. Effect of Termination. Upon termination under Section 5.5, the Company shall refund any prepaid fees covering the remainder of the term of the terminated Subscription(s) and/or Services. Upon any termination, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under Section 5.7 entitled "Access to Customer Data") and all Confidential Information. Moreover, upon any such termination, Provider will have no further obligation to maintain or provide Customer with access to any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Termination for any reason shall not relieve Customer of the obligation to pay undisputed Fees accrued or due and payable to Provider prior to the effective date of termination.
- 5.7. Access to Customer Data and Deletion of Customer Data. Upon request by Customer made within sixty (60) days after any expiration or termination of this GTC, Provider will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to sixty (60) days after such request is received. After such sixty (60) day period, Provider will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data.
- 5.8. Suspension: Provider recognizes that Customer business may require a period of closure for renovations or seasonal operations. If this occurs during the Term, Customer shall be required to notify Provider in writing fifteen (15) days prior to planned closure for renovations or seasonal operations and is required to inform Provider of anticipated re-opening dates (known as the "Renovation or Seasonal Closing Period"). The Services will be suspended for the Renovation or Seasonal Closing Period and automatically resume at the end of the Renovation or Seasonal Closing Period at the same fee. Any such suspension of the Services for the Renovation or Seasonal Closing Period will not include Provider suspending any obligation to maintain or provide Customer with access to any Customer Data.
- 5.9. Surviving Provisions. Notwithstanding anything to the contrary in this Section, Sections titled "Fees and Payment for Services Purchased or Subscriptions," "Software License Rights," "Intellectual Property," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Warranty," "Limitation of Liability," "Term & Termination", "Fees & Payment for Services," "Access to Data and Deletion of Customer Data,"

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"Contracting Parties, Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration if this GTC.

6. Fees & Payment for Services Purchased or Subscriptions

- 6.1. Provider will invoice Customer electronically for Fees payable to the Provider according to the terms being set out in the Services Agreement or ORF. The Customer will pay the invoiced amount promptly upon receipt of invoice. Any such invoice not paid in full by Customer within thirty (30) business days of date of invoice shall be deemed to be delinquent. Invoices covering Fees payment in respect of Services, Subscriptions or Packages provided shall be payable by the Customer only if accompanied by relevant and appropriate receipts.
- 6.2. All payments are to be made on a quarterly basis in full and free from all deductions, costs, local taxes (including withholding taxes), charges and agreed staff incentive, if any. All payments shall be made in the specified currency on the Invoice and paid according to Agreement terms.
- 6.3. If a customer has any dispute with an invoice, dispute must be received in writing within fifteen (15) business days of the date of the Invoice.

7. Taxes

- 7.1. Taxes includes any tax, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever. The Customer shall pay all taxes relating to the provision of the Services by Provider pursuant to any Services Agreement or ORF. If the Provider has the legal obligation to pay or collect Taxes on behalf of the Customer, FPG will add such taxes to Customer Invoice. Such tax shall be paid by the Customer unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided to FPG.

8. Software License Rights

- 8.1. Subject to a valid Services Agreement or ORF being in full force and effect, the Provider grants Customer a non-exclusive, non-transferable, non-assignable license to access and use the FPG Software. The Provider reserves all rights to the FPG Software and FPG Program materials and methodology, including the right to update, modify, alter, amend or remove any functions or feature from the FPG Software at any time at its reasonable discretion provided, such changes do not have any negative impact on the rights and obligations of the Customer.
- 8.2. Customer has the right to and use of content subject to the terms of the Agreements and Documentation, only during the term of the Agreements, and only with respect to any locations being Serviced pursuant to the Agreements. Provider warrants that Provider is the lawful owner of the Services, Packages, Licensed Marks, Program, FPG Software, FPG Technology, FPG IP Rights and any content and any materials used to provide the Services including trainings, On-Site Services, Shared Services and Remote Services. Provider also warrants that it has all the necessary Intellectual Property Rights in the Services, Packages, Licensed Marks, Program, FPG Software, FPG Technology, FPG IP Rights and any the content and any materials used to provide the Services including trainings, On-Site Services, Shared Services and Remote Services under this Agreement without violation or infringement of the Intellectual Property Rights of any third parties. Provider further warrants that these licenses, Services, Packages, Licensed Marks, Program, FPG Software, FPG Technology, FPG IP Rights and any content and any materials used to provide the Services including trainings, On-Site Services, Shared Services and Remote Services, or its performance under this Agreement do not or shall not contain confidential or proprietary information misappropriated from any third party and do not or shall not infringe or violate any patents, copyrights, trademarks or other intellectual property rights, or misappropriate the trade secret, or violate the privacy rights of any third-party.



- 8.3. Customer grants Provider, limited-term license to host, copy and transmit and display your Customer Data, as reasonably necessary to provide the services for Customers use. Subject to the limited licenses granted herein, Provider acquires no right, title or interest from the Customer under this GTC or to any of the Customer Data. Customer agrees that it shall have sole responsibility and liability for: (i) acquiring any and all authorization(s) necessary for use of the Customer Data; (ii) the completeness and accuracy of all of the Customer Data and other materials provided to FPG by Customer pursuant to this GTC; and (iii) ensuring, to the best of Customer's knowledge, that the Customer Data does not infringe or violate any patents, copyrights, trademarks or other intellectual property rights, or misappropriate the trade secret, or violate the privacy rights of any third-party. Subject to the foregoing license, Customer shall retain exclusive ownership of the Customer Data. As between Provider and Customer, Customer owns all right, title and interest, including all related Intellectual Property Rights, in and to the Customer Data and all other documents, information, materials, equipment and tools, drawings, specifications and data supplied by the Customer. Any use of Customer Data and all other documents, information, materials, equipment and tools, drawings, specifications and data supplied by the Customer should be subject to express prior written consent of the Customer. If Provider develops any material made available only to Customer, Provider hereby assigns absolute right to Customer (including to the extent necessary, by way of future assignment) the copyright and all other Intellectual Property Rights (including future copyright) and all rights in the nature of copyright in all text or material or other works of any kind produced by Provider for these unique features, pursuant to this Agreement.
- 8.4. FPG Software contains audio visual information, processes, algorithms, user interfaces, know-how, trade secrets, techniques, Licensed Marks and other technical material or information (collectively "FPG Technology") that is proprietary to or licensed by Provider (collectively "FPG IP Rights").
- 8.5. Other than as expressly set forth herein, no other license or rights in or to the FPG Technology or FPG IP Rights are granted to the Customer or Customer Affiliates. Nothing in the Agreements shall constitute an assignment or transfer of the FPG IP Rights or FPG Technology to the Customer. FPG reserves all rights not expressly granted herein. Except as set forth in this GTC, no express or implied license or right of any kind is granted to Customer regarding the FPG IP Rights or FPG Technology. Customer hereby acknowledges and agrees that FPG and its third-party suppliers and licensors exclusively own all rights, title and interest in the FPG IP Rights or FPG Technology, any customizations or other deliverables developed and/or provided during the Services, and intellectual property rights therein. Customer also acknowledges that the FPG IP Rights or FPG Technology contain confidential and proprietary information and trade secrets belonging to FPG, its third-party suppliers and licensors, and that nothing herein gives Customer any right, title or interest in the FPG IP Rights or FPG Technology except for Customer's limited express rights granted pursuant to this GTC. FPG shall be entitled to the unrestricted use and dissemination of any questions, comments, suggestions, ideas, feedback or any other information about the FPG IP Rights or FPG Technology. All data input (excluding Customer Data) into the FPG Technology are the property of FPG and become a part of the FPG IP Rights or FPG Technology which may be accessed and shared in the aggregate indefinitely.
- 8.6. Customer may use FPG IP Rights or FPG Technology solely on behalf of Customer for Customer's business purposes. Customer or Customer Affiliates shall not knowingly:
- (a) copy, alter, modify, patch, reverse engineer, derive the source code, disassemble or decompile the FPG Technology or FPG Software, or create any derivative works therefrom;
 - (b) copy, alter, modify, repurpose FPG Program materials and methodology;
 - (c) timeshare, license or allow any person or entity other than its employees or authorized personnel to access or use FPG Software or any FPG Technology;
 - (d) create any link to FPG Software or any FPG Technology or frame or mirror any content contained in or accessible from FPG Software or any FPG Technology;
 - (e) tamper with the security of any user account;
 - (f) access any Services to build a competitive product or compete with Provider;
 - (g) render any part of FPG Technology or FPG Software unusable;
 - (h) use any of FPG Technology or FPG Software for purposes not specified in the Services Agreement;



- (i) disclose or publish the results of any benchmark tests run using the FPG Software or any FPG Technology;
- (j) use the FPG Software or any FPG Technology to engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use;
- (k) knowingly introduce into or transmit through FPG Software or any FPG Technology any virus, worm, trap door, back door; or
- (l) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within FPG Software or any FPG Technology.

8.7. Unless otherwise specified in the Services Agreement, any work product generated as a result of the Services contemplated hereunder remain the property of Provider.

9. **Provider's Obligations**

9.1. Provider shall:

- 9.1.1. maintain any consents, permits, licenses, approvals, accreditations and other documents necessary to provide the Services;
- 9.1.2. have the necessary resources, facilities, tools and equipment to perform the Services;
- 9.1.3. ensure that its performance of the Services do not infringe any third-party intellectual property, proprietary or other rights;
- 9.1.4. maintain commercially reasonable administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Customers Data;
- 9.1.5. shall comply with all applicable domestic laws, ordinances, statutes and regulations, regarding the privacy and security of personal identifiable information within the applicable jurisdictions, including the Country where Services are performed. Provider shall not provide Customer Data or Guest Data to any third-party without the prior express written approval of the Customer.
- 9.1.6. Provider will be responsible for the performance of personnel (including FPG employees and contractors) delivering Services and is responsible for personnel compliance with Provider obligations under this GTC.

9.2. Provider warrants that all Services shall be performed:

- 9.2.1. in accordance with the specifications set out in the Services Agreement or ORF;
- 9.2.2. by experienced and properly trained personnel exercising all reasonable skill and care necessary to perform the Services;
- 9.2.3. in a proper and professional manner in accordance with generally accepted industry standards and practices;
- 9.2.4. in compliance with all applicable government laws, statutory provisions, industry regulations, standards and guidelines (including, without limitation, health, safety, hygiene and environmental requirements in the place where Services are provided).

9.3. Provider

- 9.3.1. may delegate the performance of portions of the Services to its authorized subcontractors and service providers, provided the Provider remains liable to the Customer for the provision of Services.
- 9.3.2. is responsible at all times for the performance of Provider personnel (including employees and contractors) and their compliance with Providers obligations under this GTC.

9.4. Except as required by law or by any regulatory authority, Provider shall not make or release statements or announcements to the press or other media or make any other public announcement regarding the conclusion, terms or termination of the Agreements unless such statements or announcements (a) are made after a date specified by the Customer, and (b) have been approved by the Customer in writing in advance.



10. Customer's Obligations

10.1. Customer shall:

- 10.1.1. be solely responsible for errors in the Services resulting from inaccurate or incomplete data supplied by the Customer or at the Customer's direction;
- 10.1.2. be responsible for the accuracy, quality and legality of data provided to Provider and the means by which Customer acquired such data;
- 10.1.3. provide all commercially reasonable logistic, administrative, physical, organizational and technical requirements necessary for the Provider to render the services under any Services Agreement;
- 10.1.4. be responsible for their Users compliance with the Agreements and Documentation;
- 10.1.5. be responsible for maintaining the minimum operating environment required to deliver the Services as outlined in Schedule B.
- 10.1.6. be responsible for informing Provider of any change or upgrade to those Customer systems required for Provider Services.
- 10.1.7. use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content and notify Provider promptly of any such unauthorized access or use;
- 10.1.8. be responsible for determining appropriate level of access and administering access management.

11. Intellectual Property Rights

- 11.1. In the course of delivering the Services, the Parties may disclose or grant access to the other Party (the "Recipient Party") documents, data, records or other information stored in print, electronic format or in any other manner (collectively the "Materials") which contain intellectual property rights belonging to the first Party.
- 11.2. The Parties shall each use the Materials belonging to the other solely in relation to the use or provision of the Services.
- 11.3. The Recipient Party shall not reproduce, distribute, publish, sell, adapt, translate, commercialize or otherwise handle Materials in any manner inconsistent with the intellectual property rights of the owner of such Materials.
- 11.4. For the purposes of this Section, "electronic format" includes, download, or other similar electronic medium (in any machine or human readable format, including without limitation swf, html, xml, rtf or pdf).

12. Confidentiality and Personal Data

- 12.1. Under this GTC, the term "Confidential Information" shall mean all information or proprietary materials (in every form and media) which has been or is hereafter disclosed or made available by either Party (the "Disclosing Party") to the other (the "Receiving Party") including (i) trade secrets and know-how, (ii) existing or contemplated products, services, processes, techniques and methodologies, (iii) business plans, sales or marketing methods, (iv) financial information, (v) cost data, (vi) Guest lists, (vii) pricing policies, (x) information about officers, employees, consultants and service providers of either Party, and (xi) other proprietary business information of either Party. "Information" as it relates to people or entities includes contact information such as name, title, position, address, phone numbers, and email addresses.
- 12.2. "Trade Secrets" include methods, techniques or processes that derives independent economic value from not being generally known to, and not being readily accessible by persons who can obtain economic value from its disclosure or use.



- 12.3. The Parties shall each (i) hold the Confidential Information of the other in strict confidence and take reasonable care to avoid the disclosure or release thereof to any other person or entity, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under the Services Agreement. Each Party shall disclose the Confidential Information of the other only to those of its employees, consultants and service providers having a need to know such Confidential Information, provided that such persons and entities have signed a non-disclosure agreement containing provisions no less restrictive than those contained in this Section.
- 12.4. The obligations of either Party under this Section shall not apply to information or materials that the Receiving Party can demonstrate:
- 12.4.1. was in its possession at the time of disclosure and without restriction as to confidentiality;
 - 12.4.2. at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of Agreement or other wrongful act by the Receiving Party;
 - 12.4.3. has been received from a third-party without restriction on disclosure and without breach of Agreement or other wrongful act by the Receiving Party;
 - 12.4.4. is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party;
 - 12.4.5. is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the Receiving Party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the Disclosing Party, at Disclosing Party's cost and expense, in any effort made by the Disclosing Party to seek a protective order or other appropriate protection of its Confidential Information and any disclosure under this sub-section is limited to the extent of the legal requirement.
- 12.5. All Confidential Information disclosed hereunder shall (i) remain the property of the disclosing Party. No license under any patent or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder.
- 12.6. The Receiving Party shall deliver to the Disclosing Party all documents and materials containing any Confidential Information on the earlier of:
- 12.6.1. a demand by the Disclosing Party; or
 - 12.6.2. the termination of the Services Agreement howsoever caused if demanded by the Disclosing Party.
- 12.7. The Disclosing Party shall be entitled to injunctive relief to prevent any threatened or actual breach of the obligations in this Section. Such injunctive relief shall be in addition to any other remedies available to the Disclosing Party at law or in equity.
- 12.8. **Personal Data.** Provider will comply with all applicable Privacy Law, Data Protection Regulations and other laws and regulations relating to protection, collection, use, and distribution of Personal Data. As between Customer and Provider, Personal Data is the exclusive property of Customer and will be deemed Customer Materials under the applicable provisions of this GTC and Confidential Information subject to the confidentiality provisions of this GTC. In no event may Provider: (a) use Personal Data to market its services or those of a third-party; or (b) sell or transfer Personal Data to third parties; or (c) otherwise provide third parties with access thereto. If Provider is required under applicable law to use Personal Data in a manner inconsistent with any of the foregoing, it will prior to doing so inform Customer of the applicable legal requirement(s), unless the law prohibits such information on important grounds of public interest.
- 12.9. **Usage Data.** The Parties recognize that it is possible for data to be collected from End Users that is not Personal Data, including "hits", "clickstream data" and the like. Any such data entered by or collected from End Users ("Usage Data"), is Provider's exclusive property. Provider may use Usage Data in any

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manner that is aggregated and anonymized such that the data cannot be identified back to Customer, any Property or any End-User or group of End-Users.

- 12.10. Metadata. The Parties recognize that Providers platform, processing and analysis produces metadata including custom output and reports. Such output and reports including benchmarking, geographical comparisons ("Metadata"), is Provider's exclusive property. Provider may use Metadata and reports in any manner that is aggregated and anonymized such that the Metadata cannot be identified back to Customer, any Property or any End-User or group of End-Users.

13. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

13.1. Representations.

Each Party represents that it has validly entered into the Agreement incorporating this GTC and has the legal power to do so.

13.2. Warranties.

The disclosing Party warrants that it has the right to disclose Confidential Information. EXCEPT AS STATED HEREIN, THE DISCLOSING PARTY MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS. Both parties shall comply with and obtain all authorizations required by export control laws and all related regulations to operate and provide respective services.

FPG warrants that (a) this GTC, Agreements, and Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) it will not decrease the overall security of the purchased Services during Agreement or Subscription term, although it shall be entitled to make changes for all customers to the security features of the Services consistent with best practices, provided that the Services cannot be of any less quality and standards than what was previously agreed between the Parties, (c) the purchased Services will perform in accordance with the applicable Documentation, (d) it will not decrease the functionality of the purchased Services during Agreement or Subscription term, except to the extent that it removes for all customers content or features that it determines, in its commercially reasonable discretion, are no longer of value to its customers, provided that the Services cannot be of any less quality and standards than what was previously agreed between the Parties and (e) the purchased Services and Content will not introduce Malicious Code into Customer systems. For any breach of an above warranty, Customer exclusive remedies are those described in (Term, Termination and Suspension).

13.3. Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND TRIAL SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

14. Mutual Indemnification

- 14.1. Indemnification by FPG. FPG will indemnify, defend and hold the Customer (and its officers, directors, agents, employees, representatives, shareholders, trustees, beneficiaries and affiliates, and the successors and assigns of each of the foregoing) harmless against any claim, demand, suit or proceeding made or brought against Customer (and its officers, directors, agents, employees, representatives, shareholders, trustees, beneficiaries and affiliates, and the successors and assigns of each of the foregoing) and proven by the competent court of jurisdiction by a third-party alleging that (i) the use of a purchased Service and use of Packages, Licensed Marks, Program, FPG Software, FPG Technology and FPG IP Rights in accordance with the Agreements infringes or misappropriates such



third-party intellectual property rights; (ii) violates applicable law and/or (iii) any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any Guests or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of the Agreement by the Provider (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer or incurred or paid by the Customer as a result, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer. If FPG receives information about an infringement or misappropriation claim related to a Service, FPG will at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching Provider warranties under Section 13.2 (Warranties), (ii) obtain a license for continued use of that Service in accordance with this GTC, or (iii) terminate Customer Subscription(s) for that Service upon thirty (30) days written notice and refund any prepaid fees covering the remainder of the term of the terminated Subscription(s).

- 14.2. Indemnification by Customer. Customer will defend Provider against any claim, demand, suit or proceeding made or brought against FPG by a third-party and proven by the competent court of jurisdiction that Customer Data, or Customer use of any Service or content in breach of Agreements, infringes or misappropriates such third-party intellectual property rights or violates applicable law (a "Claim Against FPG"), and will indemnify FPG from any material damages, reasonable attorney fees finally awarded against FPG as a result of, or for any amounts paid by FPG under a court-approved settlement of, a Claim Against FPG, provided FPG (a) promptly give Customer sufficient written notice of the Claim Against FPG, (b) give Customer sole control of the defense and settlement of the Claim Against FPG and (c) give Customer all assistance and cooperation.
- 14.3. Exclusive Remedy. This Section 14 states indemnifying Party sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section 14.

15. Limitation of Liability

- 15.1. Save as expressly stated in the Agreements, Provider does not make any representation or warranty of any kind, whether such warranty be expressed or implied, including any warranty of merchantability or fitness for a specific purpose or any warranty form course of dealing or usage of trade.
- 15.2. Provider shall not be liable for any losses or damages resulting from the loss, misdirection, corruption or erasure of data, unauthorized dissemination of data, inability to access the internet, or inability to transmit or receive information due to circumstances not within the control of Provider or its service Providers such as Customer's equipment capabilities including the Property Management System (PMS), telecommunication failure or internet service limitations (including disruption or outage of communication, power or utilities).
- 15.3. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENTS INCLUDING, LOSS OF PROFITS, LOSS OF OPPORTUNITY TO MAKE PROFITS, LOSS OF REVENUE, OR BUSINESS INTERRUPTION EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES IN CONNECTION WITH BREACHES OF DATA PROTECTION OBLIGATIONS BY PROVIDER, THE PROVIDER'S AGGREGATE LIABILITY FOR ANY DAMAGES INCURRED IN CONNECTION WITH THE AGREEMENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO PROVIDER UNDER THE AGREEMENTS GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OF WHICH THE LIABILITY AROSE. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.
- 15.4. The Parties agree that the limitations in this Section are essential elements of the Agreement between the Parties and that in the absence of such limitations, the terms of the Agreement would be substantially different.



16. Insurance

16.1. During the term of any Agreement, Provider will keep the following insurance policies in force:

16.1.1. Commercial General Liability - \$1,000,000 combined limit per occurrence, bodily injury, personal injury and property damage, including blanket contractual liability;

16.1.2. Professional Indemnity Liability - \$1,000,000 per occurrence.

16.1.3. Workmen's Compensation policy (according to UAE Federal law)

Provider has coverage relative to the delivery of Services offered. Customer acknowledges that in the absence of such limitations, Agreement terms would be substantially different. If Customer requires additional policies or changes to Provider policies as described, Services Fees may be affected.

17. General Provisions

17.1. Privileged Licenses, Licenses and Permits.

If any governmental license or permit is required for the proper and lawful conduct of FPG's services to be carried on in or at the Customers premises, or if a failure to procure such a license or permit might or would in any way affect the operations of the Customer, then FPG, at its cost, will duly procure and thereafter maintain such license or permit and deliver the same for inspection by Customer within a reasonable amount of time. FPG will at all times comply with the requirements of each such license or permit.

17.2. Relationship of the Parties

17.2.1. The relationship between Provider and Customer is that of independent contractors and neither Party is an employee, agent, partner or joint-venture of the other. Customer has no authority, apparent or otherwise, to contract for or on behalf of Provider, or in any other ways legally bind Provider in any fashion. Provider has no authority, apparent or otherwise, to contract for or on behalf of Customer, or in any other ways legally bind Customer in any fashion.

17.2.2. Neither Party shall hold itself out as the agent of the other Party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other Party.

17.2.3. Each Party is solely responsible for its employees, contractors, directors, officers and representative agents and neither party's employees, contractors, directors, officers or representative agents will be entitled to or benefit from the other Party's benefit or entitlement plans.

17.3. Construction & Legal Advice

In the event of any dispute over the terms in the Agreements, the terms in the Agreements will be deemed to have been drafted by all Parties herein and will not be strictly construed as against any Party. The Parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further the Parties acknowledge that they have engaged in negotiations to reach agreement on the said terms.

17.4. Force Majeure

Except for Customer payment obligations accruing under Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. Either Party shall promptly notify the other party of the nature and extent and shall use all reasonable efforts to overcome the force majeure. If during the Agreement term Provider is unable to provide Services for a period in excess of sixty (60) consecutive days for any reason as set forth in this Section 17.4, then either Party may terminate the affected Services upon written notice to the other Party, and both Parties shall be released from any further future liability in relation to such Services.



17.5. Foreign Corrupt Practices Act FCPA and Anti-Money Laundering

17.5.1. Provider understands and complies with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA") (15 U.S.C. §§ 78dd-1, et. seq.), as if the Provider were a U.S. "issuer," and laws and regulations related to anti-corruption, anti-bribery, anti-money laundering and sanctions, that are applicable to this GTC or the actions of Provider in connection with this GTC. For Avoidance of doubt, the Customer has no obligation to comply with provisions of the U.S. Foreign Corrupt Practices Act ("FCPA") (15 U.S.C. §§ 78dd-1, et. seq.).

17.5.2. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employees or agents of either Party in connection with this GTC. Reasonable entertainment provided in the ordinary course of business does not violate the above restriction. If Customer shall learn of any violation of the above restriction, if permitted by applicable law, Customer will use reasonable efforts to promptly notify Provider at Admin@FrontlinePG.com.

17.6. Amendments

The terms of the Services Agreement may be amended, varied or supplemented only by an instrument in writing signed by the respective Parties' authorized representatives.

17.7. Severability

If any provision or part of a provision in the Agreements shall be, or be found by any authority or Court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions in the Agreements, which shall remain in full force and effect. Notwithstanding the foregoing, Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be illegal, invalid or unenforceable.

17.8. Export Controls

Each party shall comply with the export laws and regulations of the applicable jurisdictions in providing and using Provider Services, and shall take no actions that would cause the other party to be in violation of applicable economic or financial sanctions laws and/or regulations.

17.9. Headings; "Includes" and "Including"

All captions, titles or section headings of this GTC are for ease of reference only, shall not affect the interpretation or construction of any provisions of this GTC. Wherever the word "including" or "include" shall appear in this GTC, such term shall be construed to mean "including without limitation" or "include without limitation," as the case may be.

17.10. Partial Invalidity

If any provision of the Agreements or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, competent arbitrator or other competent authority, the remainder of the Agreements shall be valid and enforceable to the extent permitted by applicable law. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by applicable law, comes closest to the parties' intent of what the parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of the Agreements.

17.11. Waiver

No failure or delay by a Party in exercising any right, power or remedy under the Agreements shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further

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exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

17.12. Rights and Remedies

The remedies conferred by the Agreements shall be in addition to any other remedy that is available at law or in equity. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedy.

17.13. Assignment

The Provider shall not assign its right, benefits or obligations under the Agreements to any other party without the prior written consent of the Customer. The Customer may at any time assign, transfer, subcontract or deal in any manner with all or any of its rights, benefits and obligations under the Agreements, as long as all financial obligations are met as of the effective date of such transfer, and Customer gives Provider written notice of the transfer as soon as reasonably practicable after its effective date.

17.14. Third-Party Beneficiaries

There are no third-party beneficiaries under the Agreements.

17.15. Counterparts

A Services Agreement or ORF may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original herein and in the Services Agreement or ORF but all the counterparts shall together constitute one and the same instrument.

17.16. Prevailing Language of Agreement & Notices

17.16.1. The Agreements are in English and if the Agreements are translated into and/or signed in any language other than English, the English language text shall prevail in the event of any discrepancy or inconsistency between the translation and the English language text.

17.16.2. Each notice, instrument, certificate or other communication to be given by a Party to another under the Agreements or in connection with the Agreements shall be in English (being the language herein and in the Agreements) and in the event that such notice, instrument, certificate or other communication or the Agreements are translated into any other language, the English language text shall prevail in any and all events and circumstances.

17.17. Non-Solicitation; Non-Exclusivity; Non-Disclosure

17.17.1. Non-Solicitation of Other Party's Employees and Officers. The Parties mutually agree that, for one (1) year following the termination of the Services Agreement or ORF, neither Party will, without the prior express written consent of the other, directly or indirectly employ, any person who worked directly with the other Party or has been an officer of the other Party at any time during the term of the Services Agreement or ORF.

17.17.2. Non-Exclusivity. Customer acknowledges and understands that Provider provides similar consulting services to other customers or companies and agrees that Provider may continue to do so without restriction.

17.17.3. Non-Disclosure of Compensation Terms. Customer agrees that, during the term of the Services Agreement or ORF, and during the twelve (12) month period commencing with the date of termination of the Services Agreement or ORF, Customer will not, without the prior express written consent of Provider, disclose to any other person or entity the value or form

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of any compensation paid to Provider by Customer as consideration for Provider's performance under the Agreements.

17.18. Entire Agreement and Order of Precedence.

This GTC, together with the applicable Services Agreement or ORF, represents the entire agreement between the Parties regarding use of Services and Content relating to the subject matter of the Services Agreement or ORF. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to the same subject matter.

No modification, amendment, or waiver of any provision of this GTC will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in a purchase order or in any other order documentation (excluding ORFs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable ORF or Services Agreement, (2) this GTC, and (3) the Documentation. In the event of any conflict or inconsistency among the Provider's Data Protection Agreement and the Emaar Third Party Data Processing Agreement as annexed under Schedule C, the terms of the Emaar Third Party Data Processing Agreement shall prevail.

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18. Contracting Parties, Notices, Governing Law and Jurisdiction

18.1. General.

The table below defines the Provider entity the Customer is contracting with under this GTC. Based upon where Customer is domiciled, this table specifies the party to direct notices to, what law will apply in any lawsuit arising out of or in connection with this GTC, and which courts have jurisdiction.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction
The United States of America, Mexico or a Country in Central America, South America or the Caribbean	Frontline Performance Group, LLC	1075 W. Morse Blvd., Winter Park, FL 32789	Florida and Controlling United States federal law	Orlando, Florida U.S.A.
Canada	Frontline Performance Group Canada, Ltd.	777 Dunsmuir Street, Suite 1700 Vancouver BC V7Y 1K4	Florida and Controlling United States federal law	Orlando, Florida U.S.A.
A Country in Europe other than France or Spain	Frontline Performance Group UK, LTD	3rd Floor, 207 Regent Street, London, W1B 3HH	England & Wales	England & Wales
France	Frontline Performance Group SARL	250BIS BD Saint Germain 75007 Paris	England & Wales	England & Wales
Spain	Frontline Performance Group Sociedad Limitada	Paseo de Gracia 34, Barcelona, 08007, Spain	England & Wales	England & Wales
A Country in the Middle East or Africa	TSA Training Services FZ-LLC	The Administrator P.O. Box 75329, Dubai, United Arab Emirates;	England & Wales	England & Wales
A Country in Asia or the Pacific region, other than Japan or China	TSA Training Services Pte Ltd, a Singapore private limited company	The Administrator 100H Pasir Panjang Road #03-01 to 03 OC@Pasir Panjang Singapore 118524	Singapore	Singapore
Japan	Frontline Performance Group Japan, GK	Oak Minami-Azabu Building 2F, 3-19-23 Minami-Azabu, Minato-ku, Tokyo	Singapore	Singapore
China, Hong Kong, Macau or Mongolia	TSA Consultancy Services Pte. Ltd, a Singapore private limited company	The Administrator 100H Pasir Panjang Road #03-01 to 03 OC@Pasir Panjang Singapore 118524	Singapore	Singapore

18.2. Agreement to Governing Law and Jurisdiction

Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

18.3. Manner of Giving Notice.



Except as otherwise specified in the Services Agreement or ORF, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the seventh business day after regular mailing. Billing-related notices and any other relevant Service notices to Customer shall be addressed to the contacts designated in the Services Agreement, ORF or subsequent documentation provided by the Customer.

A handwritten signature in black ink, consisting of a stylized 'm' followed by a large, loopy 'g'.



SCHEDULE A – SUPPORT & SERVICE LEVEL

1. Online Ticket Support

Provider will provide Customer with Online Ticket Support as the primary support channel for all Technology and Services. All tickets submitted will be classified into case types and responded to within regular business hours of Customer location.

2. Correction of Malfunctions.

Provider will correct Malfunctions as provided herein. "Malfunction" shall mean a failure of Services to operate as required by this GTC.

The definitions of the Malfunction classifications are as follows:

- a) Severity Level 1: A problem which renders Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.
- b) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Customer's use of the Services.
- c) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Customer's use of the Services and for which an acceptable circumvention is available.
- d) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.

3. Procedure.

- a) Report of Malfunction. With respect to a report of any Malfunction, Customer will submit such malfunction via the Online Ticket system to describe Malfunction in reasonable detail and the circumstances under which Malfunction occurred or is occurring and will, with the assistance of Provider, classify as a Severity Level 1, 2, 3 or 4.
- b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Customer reasonable satisfaction through communication with Provider within **eight (8)** hours after Provider receives the description of Malfunction via the Online Ticket system, Provider will: (1) immediately escalate to Provider customer service management; (2) take and continue to take actions to most expeditiously resolve the Critical Malfunction; (3) provide a written response to Customer of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and provide update every **twenty-four (24)** hours until the Critical Malfunction is resolved; and (4) every **twenty-four (24)** hours, provide increasing levels of technical expertise and Provider management involvement in finding a solution to the Critical Malfunction until it has been resolved.
- c) Provider Level of Effort. Provider will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved until resolved. Unless otherwise specified by Customer, Provider will work continuously during normal work hours in Provider location to resolve any Severity Level 3 Malfunction. Provider and Customer will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.
- d) Action Required from Provider. For a Critical Malfunction, Provider will commence an immediate correction plan, which Provider will then provision access for Customer to test. For a Severity Level 3 or 4 Malfunction, Provider will provide a correction as promptly as reasonably achievable, and at Customer request will seek to establish a mutually agreed schedule for the correction to be provided.

A handwritten signature in the bottom right corner of the page.



SCHEDULE A – SUPPORT AND SERVICE LEVEL

Service/Activity	Service Level
Availability of the Services	<p>FPG Software will be available to Customer for normal use 99.5% of the time each month, not including scheduled downtime.</p> <p>Scheduled downtime shall be for regular maintenance and upgrades.</p> <p>Customer will receive notification of scheduled downtime.</p> <p>Provider does not make a service level guarantee.</p>
Restore Time	<p>In the event of unscheduled downtime, Services shall be restored and fully operational within twenty-four (24) hours.</p>



SCHEDULE B – OPERATING ENVIRONMENT AND DATA MANAGEMENT

Customer is required to provide the minimum operating environment and procedures to ensure uninterrupted access and performance of Services. Customer Operating Environment requirements are listed below – last updated January 1, 2022. Future releases may have additional compatibility requirements of which the Customer will be notified in advance.

- Active internet or data connection to consume data from the cloud.
- Web Browser:
 - Subscribers accessing the IN-GaugeSM platform do so via a standard web browser
 - The web browser needs to be a supported and fully patched version
 - IN-GaugeSM supports Google Chrome, Safari, Mozilla Firefox
- Data Extraction methods supported by IN-GaugeSM
 - IN-GaugeSM pull mechanism through customer Data warehouse or API Endpoint
 - Extracting Data from a Customer warehouse to IN-GaugeSM
 - Extracting Data from a Cloud Application (PMS & RES Data)
 - Multi-property from different app sources via customer Data warehouse or IN-GaugeSM data lake writing to API Gateway
 - Extract Opera Default Reports to support private On-Premise cluster
 - Single Property Deployment via On Premise or Cloud Application
 - Data can be added, imported or loaded to IN-GaugeSM from the interface
 - Data can be consumed from a customer operating application whether legacy On-Premise or in the Cloud
- Guest Data
 - FPG data integration does not require or use any Guest Personal Identifiable Data. FPG solution only considers reservation level data such as a guest arrival and departure dates, room type, room rate booked, room type upsell, upsell supplement pricing, inventory, market segmentation.
 - IN-GaugeSM processes the data submitted by the Customer as-is, to provide subscribed Services
 - IN-GaugeSM integration procedures include detailed guidelines on how to ensure no Guest Data will get transmitted to FPG as part of the data transfer. FPG will actively monitor the transferred data and will work with Customer to ensure no transmission of Personal Guest Data.
 - Unless otherwise required by applicable law, FPG will respond to any Data access and deletion requests within thirty (30) days of receiving such request at AWSAdmin@frontlinepg.com
- Customer Personnel Data
 - IN-GaugeSM will process Personal Data as it relates to Customer personnel and only to the extent necessary to provide the Services set forth below:
 - To provide performance measurements to Customer, FPG needs to collect and maintain the following Customer personnel information:
 - Staff First Name, Last Name and valid email address to grant access FPG Technology (including IN-GaugeSM Connect or IN-GaugeSM Knowledge LMS Platform).
 - Customer personnel PMS identifiers and associated performance data for all Customer personnel performing upsells or check-ins, or otherwise participating in Provider Services.
 - For some specific interactions, FPG collects the following information:
 - Email and contact information for any authorised user raising a support ticket
 - Email and contact information for any recipient of Services reports.
 - For Customer application unique identifier and data transmission, Customer is responsible to ensure explicit consent from all employees participating in Services, where legally applicable.



- Unless otherwise required by applicable law, Provider will respond to any data access and deletion requests within thirty (30) days of receiving such request by submitting a ticket to the IN-GaugeSM Support team via <https://fpg-ingauge.atlassian.net/servicedesk/customer/portals>



SCHEDULE C

1. **FPG GDPR IT SECURITY AND TECHNICAL AND ORGANIZATIONAL MEASURES - AVAILABLE ON REQUEST.**

and
2. **PROVIDER'S THIRD-PARTY DATA PROCESSING AGREEMENT – AS ANNEXED**



Third Party Data Processing Agreement

This Data Processing Agreement ("DPA") forms part of the Master Saas And Services Agreement (the "Agreement") between Frontline Performance Group, LLC, a Florida limited liability company holding a commercial license number L15000075160, whose principal place of business is at office at 1075 West Morse Boulevard, Winter Park, Florida 32789 ("FPG") and Emaar Hospitality Group LLC, a limited liability company incorporated and registered in Dubai, United Arab Emirates holding a commercial license number 586840 whose principal place of business is at Address Sky View Residence Tower 1, 3rd floor, P.O. Box 9440, Dubai, United Arab Emirates ("PARENT") and dated 15th march 2024 to reflect the parties' agreement with regard to the processing of Client Data, including Personal Data, in accordance with the requirements of Data Protection Laws and Regulations. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to PARENT pursuant to the Agreement, FPG may Process Personal Data on behalf of PARENT. FPG agrees to comply with the following provisions with respect to any Personal Data submitted by or for PARENT or collected and processed by or for PARENT using the Services.

If there is any inconsistency between the documents comprising the Agreement and this DPA relating to the Processing of Personal Data, the terms and conditions of this DPA shall take priority

1. DEFINITIONS

1.1 The definitions that are set out in this DPA:

1.1.1 shall apply to this DPA only and to the exclusion of any same or similar terms used in other documents which form part of the Agreement;

1.1.2 do not replace, amend or take priority over the same or similar terms when used in the context of documents other than this DPA which make up the Agreement; and

1.1.3 in the event of a conflict or inconsistency between such definitions, Data Protection Laws and Regulations shall take precedence.

1.2 In this DPA, save where the context requires otherwise, the following words and expressions have the following meaning:

"Affiliates" means any companies controlling, being controlled by, or under common control with FPG, whether directly or indirectly;

"Client Data" means any Personal Data provided by PARENT to FPG or collected by FPG on PARENT's behalf, including Personal Data uploaded to or created on a platform provided by FPG or accessed by FPG on PARENT or third party systems;

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data;

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller;

"Data Protection Laws and Regulations" or "Regulations" means all national and local laws, regulations and rules by any government, agency or authority applicable to the Processing of Personal Data under the Original Agreement, including the EU General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016);



"Data Subject" means the individual to whom Personal Data relates;

"Good Industry Practice" means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

"Personal Data" means any information, including Client Data, which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws and Regulations, where such data is Processed by FPG;

"Process" (or "Processed" or "Processing") means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;

"Security Breach" means actual or reasonably suspected accidental or unauthorized access, acquisition, loss, destruction or disclosure of Client Data by FPG or its Sub-processors (if any);

"Services" means the services to be performed by FPG under the Agreement;

"Standard Contractual Clauses" means the contractual terms approved under the European Commission's decision of 5 February 2010 on Standard Contractual Clauses (Commission Decision C(2010)593) for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection;

"Sub-processor" means any Data Processor engaged by FPG; and

"Supervisory Authority" means any competent regulatory authority including data protection authorities and law enforcement agencies.

2. PROCESSING OF PERSONAL DATA

2.1 The parties acknowledge and agree that with regard to the Processing of Personal Data, PARENT is the Data Controller, FPG is a Data Processor and that FPG may engage Sub-processors pursuant to the requirements set forth in clause 6 (inclusive) below.

2.2 The parties agree that FPG shall Process Personal Data (including Client Data) for the purposes and for the provision of the Services set out in Annex 1 (Description of Personal Data Processing) of this DPA.

2.3 FPG shall:

2.3.1 process Personal Data only as necessary to perform the Services or otherwise as expressly authorized in writing by PARENT;

2.3.2 comply with the terms of this DPA and all applicable Data Protection Laws and Regulations relating to the collection or use of Personal Data;

2.3.3 only Process Personal Data in accordance with the Agreement;

2.3.4 agree that PARENT is the sole owner and controller of Personal Data and has the sole right to determine the purposes for which FPG may Process Personal Data; and



2.3.5 only Process Personal Data as a Data Processor acting in accordance with the instructions of PARENT.

2.4 FPG shall notify PARENT in writing of any changes to the Services which will prevent FPG from complying with its obligations under this DPA or significant changes to the functionality of the contracted Service which may impact the Processing of Personal Data.

3. TRANSFER OF PERSONAL DATA

3.1 PARENT hereby confirms its consent for FPG to publish, disclose, divulge or otherwise permit access to Personal Data by recipients in jurisdictions outside of the European Economic Area. [In respect of the Services under the Agreement, there will be a cross-border transfer of Personal Data and accordingly the Parties have set out the Standard Contractual Clauses in SCHEDULE A below.

4. RIGHTS OF DATA SUBJECTS

4.1 To the extent PARENT, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, subject to applicable law and any confidentiality obligations, FPG shall use reasonable endeavors to comply with any commercially reasonable request by PARENT to facilitate such actions.

4.2 FPG shall, to the extent legally permitted, promptly notify PARENT if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. FPG shall not respond to any such Data Subject request without PARENT's prior written consent except to confirm that the request relates to PARENT. FPG shall provide PARENT with all commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent PARENT does not have access to such Personal Data through its use of the Services.

5. FPG'S PERSONNEL

5.1 FPG shall:

5.1.1 ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have agreed in writing to maintain the confidentiality of Client Data;

5.1.2 take commercially reasonable steps to ensure the reliability of any of FPG's personnel engaged in the Processing of Personal Data;

5.1.3 ensure that FPG's access to Personal Data is limited to those personnel who require such access to perform the Agreement; and

5.1.4 appoint a data protection officer where such appointment is required by Data Protection Laws and Regulations. FPG shall notify PARENT of any such appointment and provide PARENT with the contact information of the appointed data protection officer.

6. SUB-PROCESSORS

6.1 PARENT authorizes in writing that (a) FPG's Affiliates may be retained as Sub-processors, and (b) FPG and its Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services.



6.2 To the extent FPG uses Sub-Processors to Process Client Data, FPG shall make available to PARENT a current list of Sub-processors for the respective Services with the identities of those Sub-processors ("Sub-processor List"). FPG shall provide PARENT with a mechanism to subscribe to updates to the relevant Sub-Processor List and shall provide such updates before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.

6.3 FPG shall be liable for the acts and omissions of its Sub-processors to the same extent FPG would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

7. DATA SECURITY REQUIREMENTS

7.1 FPG shall implement reasonable technical and organizational measures to:

7.1.1 protect Personal Data against accidental loss or damage and unauthorized access, use, disclosure, alteration or destruction;

7.1.2 ensure the confidentiality, security, integrity, and availability of Personal Data; and

7.1.3 securely dispose of Personal Data and tangible property containing Personal Data (as and when required), taking into account available technology so that such information cannot be practicably read or reconstructed.

Such technical and organizational measures are described in further detail in Annex 2 (Description of FPG's Security Measures).

7.2 FPG shall adopt reasonable technical and organizational measures to fulfil its obligations in accordance with Good Industry Practice, which shall include but not be limited to the security requirements set out in or referred to in this DPA or otherwise agreed in writing by PARENT.

7.3 FPG shall document, in a written security policy, Personal Data handling procedures designed to implement technical and organizational measures to protect Personal Data as required by the applicable Data Protection Laws and Regulations and this DPA.

7.4 Upon PARENT's prior written request, FPG shall provide details of FPG's information security measures and controls applicable to the provision of the Services under the Agreement and sufficient to demonstrate compliance with applicable Data Protection Laws and Regulations and this DPA.

7.5 FPG shall document its policies and procedures to recover Personal Data and the Services following an unplanned event resulting in an interruption of or inaccessibility to Personal Data and the Services.

7.6 Access to Personal Data must only be granted to FPG's personnel that:

7.6.1 FPG has taken reasonable steps to ensure the reliability of;

7.6.2 are granted the minimum access level(s) necessary to perform their job function;

7.6.3 have been trained in the proper handling of Personal Data; and

7.6.4 are subject to written obligations of confidentiality in respect of Personal Data.



7.7 FPG shall implement logging and auditing techniques for the Personal Data Processing it undertakes, in particular in relation to access to Personal Data that are in accordance with Good Industry Practice.

7.8 FPG must encrypt all Personal Data it Processes on behalf of PARENT where such Processing takes place using laptops or other electronic portable devices.

8. SECURITY AND BREACH NOTIFICATION

8.1 FPG shall maintain appropriate security incident management policies and procedures.

8.2 FPG shall:

8.2.1 promptly notify PARENT (and in all cases no later than 48 hours of becoming aware) of any Security Breach of which it becomes aware;

8.2.2 provide reasonable cooperation with PARENT's investigation into the Security Breach and take such reasonable commercial steps as are directed by PARENT to assist in the investigation, mitigation and remediation of each such Security Breach; and

8.2.3 unless legally required by Data Protection Laws and Regulations or compelled under a subpoena, court order or similar legal document issued by a court or Supervisory Authority, FPG agrees that it will not disclose the Security Breach to any third party without first obtaining PARENT's prior written consent.

8.3 Each party shall reasonably cooperate with the other party to facilitate compliance with Data Protection Laws and Regulations, including but not limited to notification of affected individuals and Supervisory Authorities.

9. NOTICES

9.1 FPG shall immediately notify PARENT (unless legally prohibited) of any request for disclosure of Client Data by any law enforcement or other government authority. FPG shall cooperate fully with PARENT in relation to requests for the disclosure of Client Data and where legally permitted shall delay the disclosure of Client Data pursuant to such requests to enable PARENT to investigate and respond to the request for Client Data.

9.2 FPG shall promptly notify PARENT if, at any time, it is unable to comply with the terms of this DPA or Data Protection Laws and Regulations. Any failure by FPG to comply with the terms of this DPA or Data Protection Laws and Regulations shall be considered a material breach of the Agreement and PARENT may terminate in accordance with clause 5 of the Agreement.

10. RETURN AND DELETION OF THE CLIENT DATA

10.1 FPG shall return all Client Data to PARENT and delete Client Data in accordance with PARENT's instructions. The parties agree that a certificate of deletion of Personal Data (including Client Data) shall be provided by FPG to PARENT.

10.2 FPG shall at the request of PARENT provide reasonable assistance in the transfer or migration of Personal Data to a new service provider.



11. AUDITS AND CERTIFICATIONS

11.1 The parties agree that PARENT shall have the right to audit FPG's compliance with the terms of this DPA and Data Protection Laws and Regulations in accordance with the following procedure:

11.1.1 upon PARENT's prior written request, FPG shall make available to PARENT (or PARENT's independent, third-party auditor) information sufficient to establish FPG's compliance with the obligations set forth in this DPA, Data Protection Laws and Regulations ("Compliance Obligations"); and

11.1.2 such information shall include documentation reasonably necessary to confirm FPG's compliance with its Compliance Obligations.

12. LIABILITY AND INDEMNITY

12.1 FPG indemnifies PARENT and holds PARENT harmless against all claims, actions, third party claims, losses, damages and expenses incurred by PARENT and arising directly or indirectly out of or in connection with a breach of this Data Processing Agreement and/or the Data Protection Laws and Regulations by FPG.

12.2 FPG's obligations under clause 12.1 shall survive the termination of the Agreement.

IN WITNESS WHEREOF the Parties have entered into this Services Agreement as of the date written below.

On behalf of PARENT:

Name: Mark Kirby 13
Position: Head of Hospitality
Signature: [Signature]
Date: 15th March 2024



On behalf of FPG:

Name: PAUL M^cLOUGHLIN
Position: PRESIDENT
Signature: [Signature]
Date: 17 MARCH 2024



[Signature]



Annex 1 – Description of Personal Data Processing

Categories of Personal Data:

Name

Cell Phone Number

Personal Data transfer only relates to associates of the hotel. No hotel guest personal data is transferred. Work Mobile Number are personal choices of entry.

Purposes Personal Data is Processed for:

The processing will be to facilitate the performance of the services as set forth in the written services agreement with the processor, for the duration of the performance of the services as set forth in the written services agreement with the processor.

Brief Description of Services:

The services include online sales training tools and personal data is only relevant to the extent that individuals can form a personal account.

Time Frame for the Services:

Only during the term of the underlying agreement.



Annex 2 – Description of FPG's Security Measures

Processor's Security Contact Information:

Name: Data Protection Office

Phone: +1 407 682 3434

Email: DataProtection@frontlinepg.com

A small, handwritten mark or signature in the bottom right corner of the page.



SCHEDULE A: Standard Contractual Clauses

[only to be included if there is a cross-border transfer of personal data outside of the EEA]

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization:

Address:

Tel.:; fax:

e-mail:

Other information needed to identify the organization

.....

(the data exporter)

And

Name of the data importing organization:

Address:

Tel.:; fax:

e-mail:

Other information needed to identify the organization:

.....

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:



(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data[1];

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.



4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer [2]

The data importer agrees and warrants:



(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability



1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any



subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses [3]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from



returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

.....
.....
.....

Data importer

The data importer is (please specify briefly activities relevant to the transfer):



.....
.....
.....

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

.....
.....
.....

Categories of data

The personal data transferred concern the following categories of data (please specify):

.....
.....
.....

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

.....
.....
.....

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

.....
.....
.....

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties



Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

.....
.....
.....
.....

INDEMNIFICATION CLAUSE

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defense and settlement of the claim[4].

[1] Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

[2] Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

[3] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

[4] Paragraph on liabilities is optional.

