



EXHIBIT C On-Site and Professional Services Terms and Conditions

1. Definitions

- (A) **“Consultant”** means the consultant provided by Vendor responsible for delivering certain Services to the relevant Customer.
- (B) **“On-Site Service”** means Services provided by a Consultant at the location occupied by Customer.
- (C) **“Remote Service”** means Services provided by Consultant via remote infrastructure such as phone calls, video conference, webinars, chats to the relevant Customer.
- (D) **“Services”** means those specific services as outlined in the Work Order, and including some or all of training, coaching, consulting services for the purpose of: (i) maximizing Customer performance across revenue management, operations and finance, (ii) working with Customer to develop implementation plans, ROI analysis, identifying opportunity, and establishing relevant revenue, profit, guest loyalty, and guest satisfaction goals and metrics, (iii) increasing the performance of Customer employees, providing training, coaching and support for Customer business goals, and (iv) trainers fulfilling Services.
- (E) **“Work Order”** means the documents for placing orders hereunder which reference these Terms and Conditions, including addenda thereto, that are entered into between Customer and Vendor or any of Vendor's Affiliates from time to time, including addenda and supplements thereto.

2. Services Provision

- (A) **Provision of Services.** Vendor shall make the Services available to Customer pursuant to this Agreement and the relevant Work Order during the Term set forth in the Work Order. Services may be delivered On-site at Customer's physical location or Remote Service via messaging, phone call, video call, or video conference as agreed by the Customer in writing.
- (B) **Representations and Warranties of Vendor.** Vendor warrants and represents that all Services shall be performed: (i) in accordance with the specifications set out in the Work Order; (ii) by experienced and properly trained personnel exercising all reasonable skill and care necessary to perform the Services; (iii) in a proper and professional manner in accordance with generally accepted industry standards and practices; (iv) 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). Vendor is responsible at all times for the performance of Vendor personnel (including employees and contractors) and all Consultants and their compliance with Vendors obligations under this Agreement, except as otherwise specified herein under the Work Order);
 - a. it shall dedicate the necessary time to carry out the Services and continue to comply with all its obligations comprised in this Agreement and any Work Order in a proper and diligent manner;
 - b. it has the resources necessary to provide the Services and to accommodate a reasonable level of changes to the Services that may be reasonably anticipated by either party to occur;
 - c. it shall keep the Customer and RHG fully and regularly informed of progress or issues with the Services and fully answer any queries raised by Customer or RHG during the performance of and/or after the completion of this Agreement or relevant Work Order;
 - d. it shall comply with such reasonable instructions, guidelines, or procedures specified by the RHG or relevant Customer from time to time
 - e. it (or the relevant authorised third party as applicable) has the right, title and interest in the Services and corresponding Intellectual Property Rights or the necessary licenses, permissions or consents to permit Customer and RHG use as provided herein or in the relevant Work Order;
 - f. Except as set forth on Schedule 9(c), no Services include or depend in any way on AI Technology (as defined below) and the operation and use of any Services does not require the use of AI Technology. Further Vendor warrants, represents and undertakes it and any employees, agents, personnel, representatives or subcontractors will not use AI Technology on or in relation to the Customer and RHG Confidential Information, intellectual property or personal data. "AI Technology" means any and all machine learning, deep learning, and other artificial intelligence ("AI") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other



AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

- (C) **Access to Customer Technology.** Where Vendor is granted access to any technology owned by the Customer (“Customer Technology”), in connection with the Services, Vendor shall (i) comply with any policies or instructions of Customer regarding such Customer Technology, (ii) use such Customer Technology only in connection with the Services, (iii) not permit any other individual or entity to access such Customer Technology, and (iv) upon Customer’s request, cease access to and use of such Customer Technology and return all Customer Technology to Customer. Vendor’s Consultants who are on site at locations operated by or utilized on behalf of Customer, will observe any working rules or schedules of Customer of which they are notified.

3. Customer Obligations

- (A) **Support for Services.** Customer shall provide all commercially reasonable logistic, administrative, physical, organizational and technical requirements necessary for the Vendor to render the services under any Work Order and shall provide the facilities, equipment, supplies, and other support supplies and services that are reasonably necessary for the proper provision of the Services.
- (B) **Indemnity.** Customer agrees to defend, indemnify, and hold harmless Vendor and its Affiliates and their respective directors, officers, agents, and employees harmless from and against any and all liabilities, costs, and expenses, including reasonable attorneys’ fees, associated with third party claims against Vendor to the extent based on an allegation arising out of or relating to: (i) a breach of Section 3(A) (Customer Responsibilities), or (ii) gross negligence or willful misconduct of Customer or Customer’s agents or contractors in connection with or arising out of the On-Site Services.

4. Disclaimer of Warranties and indemnity

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER’S USE OF THE SERVICES PROVIDED BY VENDOR AND THE INTERNET. THE SERVICES PROVIDED BY VENDOR UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT NO ADVICE OR INFORMATION GIVEN BY VENDOR, ITS AFFILIATES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

Vendor shall defend, indemnify, and hold harmless RHG, Customers and their respective Affiliates and each of their respective directors, officers, agents, and employees (“**Customer Indemnified Parties**”) from and against any and all liabilities, costs, and expenses, including reasonable attorneys’ fees, associated with third party claims against any Customer Indemnified Parties to the extent based on an allegation that the Services (i) infringes, misappropriates, or otherwise violates any intellectual property rights of such third party or (ii) breaches any applicable laws including but not limited to laws concerning personal data or personally identifiable information or for any breach of warranty or material breach by Vendor under this Agreement.

5. Limitation of Liability

- (A) IN NO EVENT SHALL EITHER PARTY (WHICH EXPRESSLY INCLUDES ALL CUSTOMERS AND RHG) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY), IN EACH CASE REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.
- (B) OTHER THAN THE VENDOR’S INDEMNITY VENDOR’S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE AMOUNTS PAID BY CUSTOMERS TO VENDOR FOR SERVICES FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR DAMAGES UNDER THIS AGREEMENT OR \$500.00. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ANY REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The provisions of this Section allocate the risks



between Vendor and Customer and Vendor's pricing reflects the allocation of risk and limitation of liability specified herein.

- (C) CUSTOMER'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE AMOUNTS PAID BY THAT CUSTOMER TO VENDOR FOR SERVICES FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR DAMAGES UNDER THIS AGREEMENT OR \$500.00. VENDOR HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ANY REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.
- (D) No action or claim, regardless of form, arising out of this Agreement may be brought by Customer more than five (5) years after Customer knew of the event which gave rise to the cause of action, unless such restriction is not enforceable under applicable law.
- (E) THE CUSTOMER AND VENDOR AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 5 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT VENDOR HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

6. Additional Terms and Conditions

The additional terms and conditions set forth in Vendor's standard Terms and Conditions, and those included in each Work Order shall be incorporated into this Agreement.

This Agreement, including its terms and conditions and its Work Order(s) and exhibits, is a complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties regarding such subject matter hereof.