



EXHIBIT A Terms and Conditions

1. Definitions

- (A) **“Agreement”** means, with respect to each individual Work Order, these terms and conditions and such Work Order, along with all exhibits listed above or documents referred to herein.
- (B) **“Affiliate”** means all entities which control, are controlled by, or are under common control of the named party, whether directly or through one or more intermediaries, with “control” and “controlled” defined as ownership of more than fifty percent (50%) of the voting capital stock or other interest that has voting rights with respect to the election of the board of directors or similar governing authority.
- (C) **“Customer Data”** means all electronic data or information submitted by RHG or the Customer to the Services in conjunction with Customer’s use of the Services.
- (D) **“Documentation”** means the Vendor-provided documentation, use and implementation descriptions, user guide, or other technical specifications associated with or included within the Services, which may be made available on Vendor’s website or through electronic means.
- (E) **“Malicious Code”** means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- (F) **“Service(s)”** means Vendor’s services that shall be provided by the Vendor to the Customer or Customer’s Affiliates as identified under the relevant Work Order, including the following: IN-GaugeSM Performance Management Software; data extraction process to support PMS, POS, data warehouse, 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.
- (G) **“Service Level Agreement”** or **“SLA”** means Exhibit F.
- (H) **“Subscription Term”** means the Subscription Term as set forth in the relevant Work Order.
- (I) **“Users”** means individuals who are authorized by the relevant Customer or RHG to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied unique user login identifications. Users may include but are not limited to the applicable Customer’s employees, consultants, contractors, and agents.
- (J) **“Work Order”** means the documents for placing orders hereunder which reference these Terms and Conditions, including addenda thereto, that are entered into between the applicable Customer and Vendor or any of Vendor’s Affiliates from time to time, including addenda and supplements thereto; the initial Work Order is attached hereto as Exhibit D.

2. Services Provision and Usage Limits

- (A) **Provision of Services.** Vendor shall make the Services available to Customer pursuant to this Agreement and the relevant Work Order during the Subscription Term set forth in the Work Order. RHG will be granted above-property portfolio level visibility across all participating Customers to permit RHG to monitor Customer dashboards directly.
- (B) **Room and User Subscriptions.** Unless otherwise specified in the applicable Work Order and other than RHG access in 2(A) above, (i) Services are accessed on a subscription basis and shall not be accessed by no more than the number of Users or used to support more than the number of rooms (**“Rooms”**) specified in the Work Order, (ii) additional User or Room subscriptions may be purchased during the applicable Subscription Term, and (iii) the added usage subscriptions shall terminate on the same date as expiration or termination of the Subscription Term. The Services may be subject to other limitations, such as, for example, limits on usage, on disk storage space, or on the number of calls Customer is permitted to make against Vendor’s application programming interface. Any such limitations are specified in the Work Order. The Services provide real-time information to enable Customer or RHG to monitor Customer’s compliance with such limitations, if applicable, and this Agreement.



- (C) **Affiliates.** Each Customer that enters into a Work Order under this Agreement (including any Affiliate of such Customer) agrees to be bound by the terms of this Agreement as if it were an original party hereto. Work Orders shall be deemed incorporated herein by reference. No Customer Affiliate may utilize the Services under a Work Order unless agreed to in writing by Vendor.

3. **Vendor Support**

Vendor shall provide Vendor's Support Plan for the Services to Customer as set forth in Exhibit B attached hereto, at no additional charge, and/or upgraded support if purchased separately under the Work Order.

4. **Customer Responsibilities**

- (A) **Customer's Responsibilities.** Customers shall (i) use commercially reasonable efforts to ensure Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality, and legality of Customer Data and of the means by which Customer acquired Customer Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Vendor as soon as practicable of any such unauthorized access or use; (iv) use the Services only in accordance with the Documentation and all applicable laws and government regulations; and (v) be responsible for the manner in which that Customer uses the Services, including the policies and procedures Customer establishes to protect the security of its data, computer network, and other facilities, its choice of equipment, software, and online content, and all other matters related to how Customer uses the Services. Customer shall not (i) make the Services available to anyone other than Users, RHG and RHG and Customer Affiliates as required; (ii) sell, resell, rent, or lease the Services; (iii) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, in violation of this Agreement, or applicable laws; (iv) use the Services to store or transmit Malicious Code; (v) intentionally or maliciously interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vi) attempt to gain unauthorized access to the Services or their related systems or networks; (vii) copy, modify, or create derivative works of the Services or attempt to ascertain the underlying processes or code of the Services; or (viii) use the Services to develop, modify, or create a product or service that competes with Services or has substantially similar functionality as the Services.

- (B) **Representations and Warranties.** Customers each represent and warrant that (i) it has full right and authority to enter into this Agreement; (ii) it will not use the Services in any manner which is in violation of any law or governmental regulation; (iii) to the best of its knowledge and belief the Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (iv) to the best of its knowledge and belief the Customer Data will not include indecent or obscene material or constitute a defamation or libel of any third party and will not result in the obligation of Vendor to make payment of any third party licensing fees; and (v) it will comply with all relevant export and encryption laws and regulations in the country in which the Services are utilized ("**Export Laws**").

- (C) **Performance.** In addition to the excused performance contemplated under Section 14 (Force Majeure), Vendor will be excused from failures to: (i) perform or provide any services, or (ii) meet any obligations described in this Agreement if (A) Customer materially fails to perform Customer's responsibilities as expressly identified in any Work Order or in any other provisions of this Agreement (collectively, a "**Customer Failure**"), and (B) such Customer Failure directly causes Vendor's failure to perform (an "**Excused Performance Failure**"). Failure by one Customer shall not excuse failures by Vendor to provide services or meet obligations with respect to other Customers or to RHG. A Customer Failure includes the failure of Customer to purchase application support maintenance coverage with respect to Customer owned or licensed software applications to the extent such lack of application maintenance support causes such failure. In the event of a Customer Failure which results in an Excused Performance Failure, Vendor will, as soon as reasonably possible under the circumstances, (i) give that specific Customer and RHG notice of the Customer Failure and the Excused Performance Failure, and (ii) use reasonable efforts to provide the Services, and to otherwise mitigate the adverse consequences of the Customer Failure.

5. **Professional Services**

No on-site service or professional service is included under this Agreement unless otherwise covered by a Work Order. Any such service requested by Customer shall be provided at Vendor's standard rates as then in effect if negotiated under separate terms and conditions between Vendor and Customer.

6. **License**

In consideration for the payment of all applicable charges, Customer is granted the right to use the Services strictly in accordance with and subject to any accompanying Documentation. Customer is prohibited from creating any internet



links to or from the Service, other than Customer's own internal intranets. Except as specifically set forth herein, Vendor has no obligation to provide maintenance or other support of any kind for any third-party software, including without limitation any error corrections, updates, enhancements, or other modifications. Vendor shall provide maintenance and support with respect to any interface or API with third party software (including but not limited to the OHIP API and Oxy API with Opera) to ensure the Services can continue to be provided as envisaged by this Agreement.

7. Customer Data

Customer shall retain all title, copyright, and other proprietary rights in and to any Customer Data that is entered in the Services during the Subscription Term of this Agreement. Vendor shall treat Customer Data as confidential information as set forth in Section 17 (Confidentiality), and will take commercially reasonable actions to protect the security and integrity of said Customer Data. Within thirty (30) days of the effective date of termination or expiry of the relevant Work Order, and provided all outstanding fees of that specific Customer have been paid, Vendor shall make available to that Customer and to RHG a file of Customer Data via the Services or permit Customer or RHG to extract and transfer such data. Thirty (30) days following the provision of the Data file to Customer and RHG or extraction by Customer and RHG, Vendor shall have no obligation to maintain or provide any Customer Data to Customer.

The parties acknowledge and agree that, in relation to any personal data processed in connection with this Agreement, each party acts as an independent controller. Each party shall comply with its respective obligations under all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR) and any other relevant data protection legislation. Nothing in this Agreement shall be construed to create a relationship of joint controllers or a data processor and data controller between the parties, unless expressly stated otherwise in writing.

8. Statistical and Performance Information

Vendor may compile performance statistics related to the operations of its hosting services, which may be based in whole or in part on the Services delivered to Customers. Vendor retains all title, copyright, and other proprietary rights to this statistical and performance information except to the extent it includes any Customer confidential information, intellectual property or any personal data. Such statistical and performance information shall not reference Customer by name without the prior written consent of Customer and shall not include any confidential information or personal data of the Customer or RHG.

9. Disclaimer of Warranties

Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained therefrom. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S USE AND USERS' USE OF THE SERVICES, SOFTWARE, AND/OR EQUIPMENT PROVIDED BY VENDOR AND THE INTERNET. CUSTOMER UNDERSTANDS AND AGREES FURTHER THAT THE INTERNET IS ACCESSIBLE BY PERSONS WHO MAY ATTEMPT TO BREACH THE SECURITY OF VENDOR'S AND/OR CUSTOMER'S NETWORK. VENDOR HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR ACTIONS AND CUSTOMER AND CUSTOMER'S USERS ACCESS THE SERVICES AT THEIR OWN RISK. THE SERVICES, FACILITIES, AND RELATED SOFTWARE AND/OR EQUIPMENT 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 UNLESS EXPRESSLY SET OUT IN THIS AGREEMENT OR A WORK ORDER. NO ADVICE OR INFORMATION GIVEN BY VENDOR, ITS AFFILIATES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

The Vendor warrants and represents that:

- a) the Services and Software shall not infringe the Intellectual Property Rights or privacy or publicity rights of a third party;
- b) in performing its obligations under this Agreement, it and any employees, agents, personnel, representatives or subcontractors shall comply with all applicable laws, regulations, requirements issued by any competent authority or court, and other similar instruments (including all applicable tax, social security and health and safety legislation);
- c) Except as set forth on Schedule 9(c), (i) no Services or Software include or depend in any way on AI Technology (as defined below) and the operation and use of any Services or Software does not require the use of AI Technology, and (ii) 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 RHG's or Customers' 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;

- d) it has the full power and authority to enter into, perform and observe its obligations under this Agreement and any Work Order, and execution, delivery and performance of the Agreement and any Work Order has been duly and validly authorized by all necessary corporate action;
- e) it shall notify RHG if it becomes aware of any breach of any applicable law by Vendor or its employees, agents, personnel, representatives or subcontractors, including any sanction laws, anti-bribery and corruption, tax or financial crimes, or of any action, investigation or proceeding brought against Vendor its employees, agents, personnel, representatives or subcontractors or any other persons affiliated with Vendor relating to any breach of any applicable law;
- f) there are no actions, suits or proceedings or regulatory investigations pending or, to its knowledge, threatened against or affecting Vendor before any court or administrative body or arbitration tribunal that might affect its ability to meet and carry out its obligations under this Agreement or any Work Order;
- g) it is not, and will not become, subject to any contractual obligation which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement or any Work Order;
- h) it will not do anything that could reasonably be considered to bring RHG or Participating Properties into disrepute or damage their reputation or goodwill;
- i) it will comply with the Standard Support Plan and Service Level Agreement.

10. Indemnity

- (A) 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 or Software (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 (each, a "**Customer Claim**").
- (B) Each 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 that specific Customer's: (i) breach of Section 4(A) (Customer Responsibilities) or Section 4(B) (Representations and Warranties) of this Agreement by Customer or Users; (ii) use or sharing of the Customer Data with Vendor alleging that the Customer did not have the right to use or share the relevant Customer Data; (iii) gross negligence or willful misconduct of Customer or Customer's agents or contractors in connection with the installation, maintenance, presence, use, or removal of equipment or software not provided by Vendor in connection with the provision of the Services; and (iv) claims for infringement of any third party proprietary right, including copyright, patent, trade secret, or trademark rights, arising from the use of any services, equipment, or software not provided by Vendor.
- (C) Vendor will have no liability if the Customer Claim is caused by or the result of: (i) modifications to the Service made other than by Vendor or on Vendor's behalf or with Vendor's authorization or approval; (ii) the combination, operation, or use of the Service with equipment, devices, software, or data not authorized by Vendor or necessarily contemplated under the Documentation (for the avoidance of doubt the integration with Opera are specifically contemplated under this Agreement); (iii) use of the Service in violation of this Agreement or any other written instructions provided by Vendor and accepted by the relevant Customer in writing; or (iv) Vendor's compliance with any designs or specifications provided to it by Customer which the Vendor informs the Customer could result in a Customer Claim but the Customer instructs the Vendor in writing to proceed regardless of such risk.



- (D) For a party to obtain indemnification under this Section 10, the party seeking to be indemnified (the “**Indemnified Party**”) will: (i) promptly notify the other party (the “**Indemnifying Party**”) in writing of a third-party claim; (ii) grant the Indemnifying Party sole control of the defense and resolution of the claim; and (iii) provide the Indemnifying Party, at the Indemnifying Party’s expense, with all assistance, information, and authority required for the defense or resolution of the claim. The Indemnifying Party shall not enter into a settlement of any claim that imposes any liability or material obligation on the Indemnified Party or materially prejudices the Indemnified Party’s rights without the Indemnified Party’s prior written consent that the Indemnified Party shall not unreasonably withhold, condition, or delay.
- (E) THIS SECTION 10 SETS OUT VENDOR’S, RHG’S AND ALL CUSTOMERS’ SOLE LIABILITY AND VENDOR, RHG AND CUSTOMERS’ SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION 10.

11. Fees and Expenses

- (A) Customer will pay all fees due according to the pricing and terms listed in the Work Order(s) throughout the Subscription Term for that Customer. If at any time the fees for the Service fall below the fees calculated based on any minimum usage shown in the Work Order(s), Customer shall not be entitled to any refund or reduction in fees. Customer agrees that Customer’s subscription and payment of fees hereunder are neither contingent on the delivery of any future functionality or future features nor dependent on any oral or written public comments made by Vendor regarding future functionality or future features.
- (B) After the initial Subscription Term or the initial term of any Work Order, Vendor shall have the right to increase its fees under any Work Order at any time upon sixty (60) days prior written notice to Customer, provided that Vendor may not increase its fees under a Work Order more than once in any twelve (12) month period.

12. Payment Terms

Unless otherwise specified on the Work Order, the Services are billed and payable within thirty (30) days of the receipt of an undisputed invoice by the applicable Customer. Vendor may, at its discretion, pass through credit card or other third party payment processing fees if permissible under applicable law. Any payment not received within thirty (30) days of the receipt of an undisputed invoice shall accrue interest of the lower of either (A) one and one-half percent (1.5%) or (B) the highest rate permissible under applicable law, per month on the unpaid balance. If Vendor terminates this Agreement on account of Customer’s uncured breach, Vendor will be entitled to recover payment for all Services rendered as of such date as well as cost for implementation set-up and activation if termination occurs within the first six (6) months of the Agreement; and Vendor will be entitled to, as liquidated damages, a termination equal to sixty percent (60%) of the aggregate fees payable for each full or partial month remaining in the Subscription Term. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES TO Vendor IN SUCH EVENT WOULD BE IMPOSSIBLE OR IMPRACTICAL TO DETERMINE AND THAT THIS PROVISION FOR LIQUIDATED DAMAGES IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AND KNOWN TO THE PARTIES.

13. Assignment

Without the prior written consent of Vendor, Customer’s rights to any Services under this Agreement and this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Customer other than to a Customer Affiliate. Any attempt to do so in violation of this Section shall be null and void ab initio, except that Vendor may assign or transfer this Agreement in whole without Customer’s consent (A) to any of its Affiliates, or (B) upon a change of control of Vendor, upon a sale of all or substantially all assets of Vendor, by operation of law, or due to a merger, consolidation, or reorganization of Vendor. In the event that there is an assignment to an Affiliate or a change of control of Vendor and RHG or any Customer deems (acting reasonably) that the assignee or the party in place following a change of control would be detrimental to RHG’s reputation and goodwill or such entity is ultimately owned or controlled by a competitor of RHG, RHG shall be permitted to terminate this Agreement and any and all Work Orders upon notice to the Vendor’s assignee.

14. Force Majeure

Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or delay in its performance under this Agreement due to causes beyond such party’s reasonable control, including but not limited to: (A) acts of God, fire, flood, or other catastrophes; (B) any law, order, regulation, direction, or action of any governmental entity or agency, or any civil or military authority; (C) national emergencies, insurrections, riots, wars; strikes, lock-outs, work stoppages, or other labor difficulties; or (D) failure of the internet (not resulting from the actions or inaction of such party), provided that such affected party (i) gives the other party prompt notices of such cause and (ii) uses reasonable commercial efforts to promptly correct such failure or delay in its performance. If Customer is unable to operate its



business due to the foregoing subclauses (A) through (C) (“**Closure Event**”), the Subscription Term of the Service that is not used during that time shall extend for the period of the Closure Event at no extra cost, provided such period shall not extend longer than three (3) months.

15. 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 OR ARISING UNDER ANY INDEMNITY, 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) EXCLUDING THE VENDOR’S INDEMNITIES FOR CONFIDENTIALITY, DATA PROTECTION, AND INTELLECTUAL PROPERTY, WHICH SHALL BE LIMITED TO TWO TIMES (2X) THE MONTHLY RECURRING CHARGES PAID BY CUSTOMERS TO VENDOR FOR SERVICES FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR DAMAGES, VENDOR’S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE MONTHLY RECURRING CHARGES 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) RHG AND CUSTOMER’S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE MONTHLY RECURRING CHARGES PAID BY THAT CUSTOMER TO THE 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 15 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.

16. Term and Renewal

Unless otherwise set forth in the Work Order, this Agreement is effective from the Effective Date and shall continue through the Subscription Term of the Service set forth in the Work Order; thereafter, this Agreement will automatically renew for additional twelve (12) month terms (each a “**Renewal Term**”) unless Customer provides Vendor written notice of its intent not to renew this Agreement thirty (30) days prior to the end of the then existing term. Notwithstanding anything contained in this Agreement, this Agreement shall remain in effect so long as Vendor is providing Services under any Work Order. Additionally, Customer shall have a right to terminate for convenience at any time during the first thirty (30) days of a Renewal Term; provided, however, that such right must be exercised, if at all, during such thirty (30) day period.

17. Confidentiality

(A) The parties mutually acknowledge that the Services delivered by Vendor to Customers under this Agreement are the trade secrets and the confidential information of Vendor. Customers will keep confidential the Services, and each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be submitted by one party to the other (including the price paid for the Services and its related services, any discounts, any special payment terms, and any other negotiated terms of this license), and each party agrees to keep such information confidential by using the same care and discretion that it uses with similar



confidential and proprietary information of its own but no less than a reasonable standard of care and will instruct its personnel to do so.

(B) Vendor shall not be entitled to issue any press releases or public statement concerning the Agreement or referring to any Customer or RHG or announcing a software subscription between Vendor and any Customer without RHG's prior approval in writing. Any approved press release shall not include any confidential information such as dollar value and size of the deployment. RHG, Customers and Vendor shall not be permitted to use the name and logo of the other party on their respective websites or for any purpose other than to comply with their obligations under and to obtain the benefit of this Agreement.

18. Suspension, Termination for Cause

(A) In addition to the termination provisions of this Agreement, Vendor may suspend the provision of any Services to a specific Customer upon the failure of that Customer to pay any amount when due hereunder or Customer breaches the terms of this Agreement, provided Customer has been notified and given the opportunity to remedy the payment failure or if Customer's use of the Service is causing immediate and ongoing harm to Vendor or others.

(B) In addition, Vendor may terminate this Agreement with respect to a particular Customer in the event of (i) that Customer's failure to pay any uncontested amount when due hereunder; (ii) the filing of a petition in bankruptcy by or against that Customer which, in the case of an involuntary petition, is not dismissed within sixty (60) days; and (iii) any default of this Agreement, including but not limited to violation of that Customer's obligations under Sections 4(A) and 4(C), which continues for a period of thirty (30) days following notice from the Vendor.

19. Contracting Parties, Notices, Governing Law and Jurisdiction

(A) The table below defines the Vendor entity the Customer is contracting with under this Agreement based upon where Customer is domiciled. This table also specifies the party to direct notices to, what jurisdiction and venue will apply in interpreting this Agreement or resolving any disputes arising out of or in connection with this Agreement, and which courts have exclusive jurisdiction and venue over the parties with respect to the performance and interpretation of this Agreement.

If Customer is domiciled in:	The Vendor entity is:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction and venue are:
The United States of America, Mexico or a Country in Central America, South America or the Caribbean	Frontline Performance Group, LLC	941 W Morse Blvd, Suite 100, PMB 498, 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, Africa, Turkey, Sri Lanka, Maldives	TSA Training Services FZ-LLC	The Administrator P.O. Box 75329, Dubai, United Arab Emirates	England & Wales	England & Wales
India	FPG Technologies India Private Limited	3rd Floor, 305 and 306, A Wing, ICC Trade Tower, Senapati Bapat Road, Pune, Maharashtra, 411016	Singapore	Singapore



A Country in Asia or the Pacific region, other than Japan or China	TSA Training Services Pte Ltd, a Singapore private limited company	5 Shenton Way, #12-01 UIC Building, Singapore 068808	Singapore	Singapore
Japan	Frontline Performance Group Japan, GK	Nihonbashi 3 Chome Square 11F, 3-9-1 Nihonbashi, Chuo-ku, Tokyo	Singapore	Singapore
China, Hong Kong, Macau or Mongolia	TSA Consultancy Services Pte. Ltd, a Singapore private limited company	5 Shenton Way, #12-01 UIC Building, Singapore 068808	Singapore	Singapore
Australia	Frontline Performance Group Australia, Pty Limited	C/- TMF Corporate Services (Aust) Pty Limited, Level 4, 99 William Street, Melbourne VIC 3000	Singapore	Singapore

(B) This Agreement will be governed in accordance with the applicable law according to the table in Section 19(A) without regard to its conflict of law provisions. The parties agree that exclusive jurisdiction and venue for any actions arising out of or in any way relating to this Agreement will be in the applicable state or federal courts according to the table in Section 19(A). Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of *forum non conveniens* or otherwise.

(C) 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, (iii) the second business day after sending by confirmed facsimile, or (iv) by email at the time when the email was confirmed received. With respect to fax and email, the confirmation must be given by a person rather than an automatic reply or system generated confirmation. Billing-related notices and any other relevant Service notices to Customer shall be addressed to the contacts designated in the Agreement, Work Order or subsequent documentation provided by the Customer.

20. Severability

If a court declares one or more provisions or parts of this Agreement invalid, illegal, or unenforceable with jurisdiction over the parties to this Agreement, the remaining provisions will nevertheless remain in full force and effect in such jurisdiction, unless such severance would frustrate the contractual intent of the parties.

21. Relationship of the Parties

The relationship between Vendor 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 Vendor, or in any other way legally bind Vendor in any fashion. Vendor has no authority, apparent or otherwise, to contract for or on behalf of Customer or RHG, or in any other way legally bind Customer or RHG in any fashion. Neither RHG, Vendor nor Customer 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. 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.

22. Construction & Legal Advice

In the event of any dispute over the terms in the Agreement, the terms in the Agreement 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 these terms.

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

(A) Vendor 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 Vendor 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 Agreement or the actions of Vendor in connection with this Agreement.



- (B) 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 Agreement. If Customer shall learn of any violation of the above restriction, if permitted by applicable law, Customer will use reasonable efforts to promptly notify Vendor at Admin@FrontlinePG.com.

24. Export Controls

Each party shall comply with the Export Laws and regulations of the applicable jurisdictions in providing and using Services. Without limiting the generality of the foregoing, Customer is not and shall not make Services available to any person or entity that is: (A) located in a country that is subject to a U.S. government embargo; (B) listed in The Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) or Other OFAC Sanctions List as maintained and provided by The U.S. Department of the Treasury; or (C) engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

25. Taxes

Customer agrees to pay when due (or reimburse Vendor for) all taxes including all sales, use, value-added and other taxes (federal, state or otherwise), which Vendor is at any time obligated to pay or collect in connection with the Services and the license of the Services, all of which will be invoiced in addition to the fees under the Work Order, except any taxes based on Vendor's net income. Any delay by Vendor in collecting any such tax will in no way release Customer of Customer's obligation under this Section.

26. Survival

Notwithstanding the expiration or termination of this Agreement or any renewal period hereunder, the parties agree that the terms of Sections 4, 6,7, 9, 10, 11,12, 15, 17, 18, 19, and 25 through 31 and any other term of this Agreement that by its very nature must survive the expiration or termination of the Agreement do so survive.

27. Headings; Interpretation

The headings used herein are for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting, "or" shall not be exclusive, singular defined terms do not exclude the plural, and "expiration" and "termination" may be used interchangeably.

28. Counterparts

This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Signatures shall be valid whether by paper original, PDF, or electronic.

29. Prevailing Language of Agreement & Notices

- (A) The Agreement is in English and if the Agreement is 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.
- (B) Each notice, instrument, certificate, or other communication to be given by a party to another under the Agreement or in connection with the Agreement shall be in English (being the language herein) and in the event that such notice, instrument, certificate, or other communication or the Agreement is translated into any other language, the English language text shall prevail in any and all events and circumstances.

30. Amendment

Changes to this Agreement can only be made in writing with the signed agreement of an authorized representative of both RHG and Vendor.

31. Additional Terms and Conditions

The additional terms and conditions set forth 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.



EXHIBIT B Standard Support Plan

1. Online Ticket Support

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

2. Correction of Malfunctions

Vendor will correct Malfunctions as provided herein. "**Malfunction**" shall mean a failure of Service to operate pursuant to the Documentation. This Support Plan is the sole remedy with respect to Malfunctions of the Service. Malfunctions caused by third party failures, Customer failures, or circumstances beyond Vendor's reasonable control are not considered Malfunctions.

The definitions of the Malfunction classifications are as follows:

Severity Level 1: A problem which renders Service inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.

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.

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.

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

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 Vendor, classify Malfunctions as a Severity Level 1, 2, 3, or 4. Vendor's reasonable determination of the Severity Level will control.

Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "**Critical Malfunction**") cannot be corrected to Customer's reasonable satisfaction through communication with Vendor within **eight (8)** hours after Vendor receives the description of Malfunction via the Online Ticket system, Vendor will: (1) escalate to Vendor customer service management; (2) take and continue to take reasonable 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 updates 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 Vendor management involvement in finding a solution to the Critical Malfunction until it has been resolved.

Vendor Level of Effort. Vendor will work continuously at all hours until any Critical Malfunction for which a correction or workaround has not been achieved until resolved. Unless otherwise specified by Customer, Vendor will work continuously during normal work hours in Vendor location to resolve any Severity Level 3 Malfunction. Vendor and Customer will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.

Action Required from Vendor. For a Critical Malfunction, Vendor will commence a correction plan, which Vendor will then provision access to Customer for Customer to test. For a Severity Level 3 or 4 Malfunction, Vendor will provide a correction as promptly as reasonably achievable, and at Customer's request will seek to establish a mutually agreed upon schedule for the correction to be provided.