



TRIPSTAX HOTELS MASTER SERVICE AGREEMENT (21 November 2024 version)

General. These terms and conditions ("Terms") are issued by TripStax Hotels Oy TripStax Hotels, a company incorporated in Finland (Business Identity Code 3461805-2) whose registered address is at Linnoitustie 6 02600 Espoo ("TripStax Hotels"). The Service is mainly targeted at corporate clients for professional use. If the Authorized User is a consumer, these Terms shall apply to the extent not otherwise provided by mandatory applicable law concerning the protection of consumers.

1. The following documents form part of this MSA:
 - (a) The Service Order executed by the Parties;
 - (b) API license dated 19 October 2023 (where relevant)
 - (c) TripStax Hotels Data Processing Agreement 21 November 2024.

If there is a conflict between this MSA and any document forming part of it, the order of precedence will be the Service Order and then the MSA, then the other documents. However in matters concerning personal data the TripStax Hotels Data Processing Agreement will take precedence over all other documents.

2. Definitions.

"Authorised User" those employees, agents and independent contractors of the Customer, who are authorised by the Customer to use the Services and the Documentation.

"Booking" means a reservation which results in a TripStax Hotels confirmation number made by Authorized User, either directly in the Service or via the TripStax Hotels call center, which is not cancelled.

"Business Day" means Monday to Friday, except public holidays when banks in London are closed for business.

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or should otherwise reasonably have been understood to be confidential.

"Customer" means the company as identified on the Service Order and its holding, sister or subsidiary companies as the case may be.

"Customer Data" means the data of the Customer, including but not limited to Profile data and Booking information.

"Documentation" means the documents made available from time to time where relevant to the Customer by TripStax Hotels which sets out the user instructions for the Services.

"Effective Date" means the date when the Service Order has been executed by both Parties.

"Implementation Fees" means the fees payable by the Customer to TripStax Hotels, as set out in the Service Order.

"Initial Period" is set out in the Service Order.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"License Fees" means the fees payable by the Customer to TripStax Hotels, as set out in the Service Order.

"Month" means a calendar month.

"One Time Fees" means the Implementation Fee and any Time and Materials Fee.

"Party" means TripStax Hotels, or Customer, and **"Parties"** means both of them.

"Profile" means Customer data related to a person or entity, including, inter alia, name, address, company, telephone number(s), airline programme membership number(s), travel preference(s), travel policy, travel history.

"Recurring Fees" means the License Fees and Transaction Fees.

"Renewal Period" a period of one-year following the Initial Period or any subsequent Renewal Period.

"Service" means the products and services ordered by the Customer by in the Service Order.

"Service Commencement Date" means as defined in a Service Order.

"Service Order" means the separate document executed by the Parties which constitutes part of this MSA and specifies the Services ordered by the Customer.

"Term" the Term is specified in the Service Order.

"Third Party Services" services provided by a Third Party as part of the Services. Such services will be specified on the Service Order and will be subject to the Third Party User Terms.

"Third Party User Terms" means those terms set out in a Service Order.

"Time and Materials Fee" means the fee set out in a Service Order.

"Transaction Commitment" means the minimum number of Transactions as set out in the Service Order.

"Transaction Fee" means the fees payable by the Customer to TripStax Hotels on a per Transaction basis.

3. Service. TripStax Hotels will make the Services available to the Customer. Customer will use the Service solely for the purpose of providing travel related services to its travellers, either directly or via Authorised Users. Customer is responsible for its own operational environment (hardware and software), security, required network connections, and the interoperability of its other systems with the Service.

Authorized Users will use the Service solely for the purpose of making, modifying, or canceling legitimate Bookings, providing information to travelers regarding such Bookings, issuing travel-related documents for such Bookings, and performing normal accounting and record keeping functions related to such Bookings.

Authorized Users shall not, either in full or in part, sell or otherwise distribute the information based on or created by the Service to third parties. Authorized User commits to use the Service only for purposes that comply with the law and these Terms. TripStax Hotels is not liable for any damage that arises from Authorized User's actions that are illegal or in conflict with these Terms (including any violation of intellectual property or personal data).

4. Fees. Customer shall pay the fees set forth in the Service Order. Unless otherwise agreed in the Service Order, TripStax Hotels shall invoice the first months License Fee and any Implementation Fee on execution of the Service Order.

Any further Recurring Fees or One Time Fees will be invoiced at the frequency set out in the Service Order. Failure to invoice any fee in a timely manner shall not affect TripStax Hotels' s right to invoice such fee at a later date.

Payment terms are 30 days net. Late payments shall bear penalty interest from the invoice due date at the rate of 2 % per month



compounded or the maximum rate permitted by law,

whichever is less.

After the first anniversary of the Effective Date TripStax Hotels reserves the right to increase or decrease the fees on 30 days prior written notice. Among other things, this includes the right to change the method by which charges are calculated or assessed. Further, TripStax Hotels reserves the right to separately charge for any service which it currently provides without separate charge. In the event that Customer does not agree to the changed fees, it may terminate the MSA by providing written notice to TripStax Hotels not later than 21 days' prior to the effective date of the change to the fees (unless TripStax Hotels in its sole discretion decides to cancel the respective price change before it becomes effective date, in which case no termination right exists). TripStax Hotels may at any time increase the fee to reflect an increase in charges made to TripStax Hotels by a Third Party for Third Party Services.

All fees are exclusive of value-added tax and other similar applicable taxes and fees, for which Authorized User will be responsible in addition to the prices. Each Party will be responsible for taxes based on its income.

Where Customer properly disputes, with good reason, any invoice issued by TripStax Hotels, Customer shall pay the invoice in full and shall separately challenge the invoice with TripStax Hotels, but only if it does so as soon as practicable after it becomes aware of the problem and in writing by notice to TripStax Hotels and in any event within 30 days after the invoice date. TripStax Hotels reserves the right to correct any errors in billing and thereafter invoice Customer for any under billed charges and Customer shall pay TripStax Hotels for such charges.

5. Intellectual Property. TripStax Hotels and its licensors are the exclusive owner(s) of all rights and title of all segments of the Services, including the intellectual property and the functionality thereof. Customer nor any Authorized User shall acquire any rights other than explicitly described in this MSA.

Customer acknowledges that the Service and the underlying software contains business secrets of TripStax Hotels or third parties. The business secrets include, among others, the special design of individual software components, structures, architecture and logics, programming techniques and documentation. Any copying, amending, translation or reverse engineering of the Service or the underlying software is prohibited.

6. Maintenance, Updates. TripStax Hotels will use reasonable commercial effort to maintain the availability of the Service 24 hours a day and 7 days a week, except for (i) certain separately stated features of the Service (if any) and (ii) scheduled or planned maintenance breaks for which TripStax Hotels will publish advance warning. If the Authorized User detects an error in the Service, the Authorized is encouraged to inform TripStax Hotels thereof after which TripStax Hotels endeavors, with reasonable efforts, to correct the errors as soon as commercially practicable. TripStax Hotels has the right to temporarily suspend the use of the Service for maintenance and development actions. TripStax Hotels may enhance, discontinue, modify or replace (collectively, "Update") the Service at TripStax Hotels's discretion at any time, using automatic updating technology or otherwise. TripStax Hotels will use reasonable business efforts to ensure that the Update will not materially adversely impair the key functions of the Service.

7. Security. The use of Service requires username and password, which are created by Authorized User upon registering to Service.

The username is personal, and User shall not transfer or disclose his/her username and password to any third parties.

Customary information security of the Service is provided by TripStax Hotels. However, Authorized User uses the Service solely at its own risk. TripStax Hotels does not provide for e-mail or other message encryption or virus detection, and is not responsible for risks inherent in transmitting information via the Internet. TripStax Hotels reserves the right to access Authorized User's data to resolve problems, system errors, or Service-related problems. Authorized User is responsible for implementing and maintaining appropriate security measures for its operations in accordance with technological developments and evolving security needs.

TripStax Hotels has the right to temporarily prevent the Customer's access to the Service, if the operational environment, software, hardware or other actions of the Authorized User pose a risk to other users or the operation of the Service. Temporary prevention of the Customer's access to the Service shall not affect the fees which TripStax Hotels is entitled to invoice from the Authorized User

9. Confidentiality. Receiving Party agrees that all Confidential Information received from the other Party will be held in confidence, and will be used only for purposes of this MSA. These obligations will not apply to information which (a) is generally known to the public at the time of disclosure or later becomes generally known through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure by the disclosing Party; (c) is disclosed to the receiving Party by a third party who did not obtain such information, directly or indirectly, from the disclosing Party subject to any confidentiality obligation; (d) is at any time independently developed by the receiving Party as proven by its contemporaneous written records; or (e) is required by law, court order, a governmental agency or law enforcement security initiatives to be disclosed.

Either Party may disclose Confidential Information to its parent company and affiliates, provided that such parties agree to be bound by these obligations of confidentiality.

Either Party may disclose publicly that the Parties have entered into this agreement and that the other Party is a customer or vendor of the other Party, but not disclose any other details concerning this MSA without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), or except as required by law, including any governmental or regulatory authority, any relevant securities exchange or any court or other authority of competent jurisdiction.

The Parties' confidentiality obligations under this Section will survive termination of the agreement for a period of 3 years; provided, however, a Party's trade secrets will remain confidential indefinitely.

10. Personal Data TripStax Hotels complies with the data protection rules of the United Kingdom and the European Union when providing the Services. The personal information will be processed and stored in the European Union in accordance with the TripStax Hotels Data Processing Agreement. Information related to the performance of the Services may also be processed by hotels and other third party suppliers who are required in order to perform their service in accordance with their own policies, which TripStax Hotels does not, and cannot, control. TripStax Hotels cannot monitor or affect the information uploaded to the Services, such as personal information included in the Bookings. TripStax Hotels is not responsible for any data the Authorized User uploads to the Services.



11. Term and Termination.

If no specific Term is agreed, the MSA shall commence on the Effective Date and will continue in full force and effect for the Initial Period. After the Initial Period, this MSA shall automatically renew for successive Renewal Periods until terminated by either Party giving not less than 90 days written notice before the end of the current term or in accordance with the Service Order.

Either Party is entitled to terminate this MSA with immediate effect in the following situations: (i) the other Party fails to pay any amount due under this MSA on the due date and remains in default for thirty (30) days after being notified in writing to make such payment, (ii) the other Party commits a material breach of any term of this MSA and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so; (iii) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts, commences liquidation processing or some other action analogous with ceasing to trade.

Termination of any individual Service Order does not affect any other Service Order or this MSA. Termination of this MSA by either Party pursuant to this clause shall automatically terminate the Service Order. Termination does not affect the fees which TripStax Hotels is entitled to invoice up and until the effective date of the termination. Upon termination, all unpaid fees and charges owed by the Customer shall be due and payable within 14 days.

Subject to clause 10.5, on termination of this MSA for any reason: (a) all licenses granted under this MSA shall immediately terminate and the Customer shall immediately cease to use of the Services and/or the Documentation; (b) each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party; (c) Customer shall pay any outstanding fees due to TripStax Hotels in accordance with the terms of this MSA; (d) TripStax Hotels may destroy or otherwise dispose of any of the Customer Data in its possession after no less than thirty (30) days from the effective date of the termination; (e) TripStax Hotels will, upon a written request by the Customer within thirty (30) days after the effective date of the termination, deliver to the Customer the most recent back-up of the Customer Data, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (f) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the MSA which existed at or before the date of termination shall not be affected or prejudiced.

12. Indemnity.

The Customer shall defend, indemnify and hold harmless TripStax Hotels against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, Third Party Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) TripStax Hotels provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.

TripStax Hotels shall defend the Customer, its officers, directors and employees against any claim(s): (i) that the Customer's use of the Services, Development Services or Documentation in accordance with this MSA infringes any patent, copyright, trade mark, database right or right of confidentiality of any other person or corporation as of the Effective Date, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims; (ii) arising out of or in connection to a breach of data security, confidentiality, or data losses; or (iii) arising out of or in connection to the third-party products that TripStax Hotels utilizes in conjunction with the Services, Development Services, or Documentation provided that: (a) TripStax Hotels is given prompt notice of any such claim; (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to TripStax Hotels in the defence and settlement of such claim, at TripStax Hotels's expense; and (c) TripStax Hotels is given sole authority to defend or settle the claim. In the defence or settlement of any claim, TripStax Hotels may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this MSA on two (2) Business Days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer.

TripStax Hotels, its employees, agents and sub-contractors shall not be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services, or Documentation by anyone other than TripStax Hotels; or (b) the Customer's use of the Services, or Documentation in a manner contrary to the instructions given to the Customer by TripStax Hotels; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from TripStax Hotels or any appropriate authority.

The foregoing and clause 12 states the Customer's sole and exclusive rights and remedies, and TripStax Hotels's (including TripStax Hotels's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right.

13. No Warranties, Limitation of Liability.

Except as expressly and specifically provided in this MSA: (a) the Customer assumes sole responsibility for results obtained from the use of the Services, Third Party Services and the Documentation. TripStax Hotels shall have no liability for any damage caused by errors or omissions by Customer with respect to any information, instructions or scripts provided to TripStax Hotels by the Customer in connection with the Services or any actions taken by TripStax Hotels at the Customer's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this MSA; and (c) Customer shall have no recourse against TripStax Hotels for any claim arising from the Services or Third Party Services or performance of either of them or any breach or default unless such claim is due to an act of default by TripStax Hotels.

Nothing in this MSA excludes the liability of TripStax Hotels: (a) for death or personal injury caused by TripStax Hotels's negligence; or (b) for fraud or fraudulent misrepresentation.

Subject to the foregoing Limitations of Liability: (a) TripStax Hotels shall not be liable whether in tort (including for breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar



losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this MSA; and (b) Except with respect to a breach of confidentiality or data loss, alteration, or disclosure, each Party's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this MSA (including any and all Service Order) shall be limited to the total Recurring Fees for any claim relating to the Services paid during the 12 months immediately preceding the date on which the claim arose. Nothing in this MSA excludes or restricts the liability of the Customer for any breach, infringement or misappropriation of TripStax Hotels's Intellectual Property Rights.

14. Choice of Law, Dispute Resolution. This MSA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Finland, excluding its choice of law provisions. Each Party irrevocably agrees that the courts of Finland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15. Miscellaneous.

Survival. Any termination of this MSA will not affect any liabilities or rights accruing prior to the effective date of such termination, or that are of a continuing nature. Any terms and conditions that by their nature or their explicit wording should survive a cancellation or termination of this agreement shall also be deemed to survive.

Legal Requirements. If the provision of the Service would directly or indirectly contravene any law, act or order of a government, regulatory, or supervisory body applicable to, TripStax Hotels, its affiliates, its distributors, customers, or Customer, Authorized User and its affiliates, including but not limited to any applicable trade sanctions, TripStax Hotels may suspend the agreement or withhold, restrict or reduce certain such services hereunder immediately. Any such suspension shall not exclude any right TripStax Hotels may have to terminate the agreement.

Force Majeure. Neither Party shall have any liability to the other Party under this MSA (other than in respect to the Customer's obligations to remit payment) if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (excluding the workforce of the Party invoking Force Majeure), failure of a

utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, epidemic, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of a Party or subcontractors, provided that the other Party is notified of such an event and its expected duration.

Backups. Unless otherwise agreed, each Party is responsible for the taking and restoration of backup copies of its own data.

Assignment, Subcontractors. Neither Party may assign this MSA either in part or in whole, except that TripStax Hotels TripStax Hotels is entitled to assign the MSA to its affiliate or in connection with a merger or acquisition procedure. TripStax Hotels is entitled to use subcontractors.

No partnership or agency. Nothing in this MSA is intended to or shall operate to create a partnership between the Parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

No Waiver. No failure or delay by a Party to exercise any right or remedy provided under this MSA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Authorized

16. Entire Agreement. This MSA constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this MSA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MSA. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this MSA. Nothing in this clause shall limit or exclude any liability for fraud.

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