

# Master Services Agreement

Please read this Master Services Agreement (the “MSA”) carefully before using the Services as it forms part of a legally binding contract between the Client and Journey. The Client’s attention is particularly drawn to the provisions of clause 7.4 (Minimum Service Fees) and clause 15 (Limitation of Liability).

## 1. Background

- 1.1. Journey Hospitality Limited a company registered in England and Wales with company number 07413674 whose registered office is at Elmstone Business Park, Stoke Road, Elmstone Hardwicke, Cheltenham, GL51 9SY (“Journey”, “Us”, “We” or the “Supplier”) is a leading hospitality-focused, technology company, providing ecommerce experience management software, performance marketing products and digital services for the luxury hotel sector.

## 2. Definitions and interpretation

- 2.1. In these Terms the following definitions apply:

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday in England or Wales.

**Business Hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in England or Wales.

**Client** means the client whose details are set out in the Order.

**Client Default** has the meaning given to it in clause 5.10.

**Client Marks** means the trademarks, service marks or trade names of the Client.

**Client Materials** means any and all data, imagery, text, statistics, analysis, content, credentials, API keys and other materials provided by the Client to Journey.

**Commencement Date** has the meaning given to it in clause 3.4.

**Confidential Information** means all information, (including information disclosed orally) whether commercial, financial, technical or otherwise relating to the business, affairs or methods of either party, disclosed to or otherwise obtained by the other party in connection with this Contract which is contained in or discernible from any form whatsoever, whether or not it is marked or designated as confidential or proprietary.

**Contract** means the agreement between Journey and the Client for the supply and purchase of the Services incorporating these Terms (Master Service Agreement); any Special Terms set out in the completed Order; the terms set out in the Order; Productor Service Specific Terms and Conditions and including all their respective schedules, attachments and statements of work.

**Controller** has the meaning given to it in Article 4 (7) of the GDPR and applicable Data Protection Laws from time to time.

**Data Protection Laws** means all foreign, national, state, regional and/or local laws, rules, regulations, security requirements and regulatory guidance applicable to the Processing of Personal Data used or obtained by Journey in the performance of the Services including the EU Data Protection Directive 95/46/EC and implementing legislation, the EU General Data Protection Regulation (the “GDPR”), Regulation 2016/679 (effective May 25, 2018), UK Data Protection Act 2018, U.S. state data breach notification laws, the Payment Card Industry Data Security Standards and other applicable standards issued by the Payment Card Industry Security Standards Council, LLC, VISA, MasterCard, Discovery, American Express, JCB, and all other relevant card brands.

**Extended Term** has the meaning given to it in clause 3.4.

**Fees** has the meaning given to it in clause 7.1.

**Implementation Services** means the set-up services detailed in the Order and which will be performed by Journey for the Client during the Set Up Period.

**Initial Term** has the meaning given to it in clause 3.4.



**Intellectual Property Rights** means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to inventions, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case (a) whether registered or not; (b) including any applications to protect or register such rights; © including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing.

**Inventory** means items available for sale online via Journey Ecommerce, Journey EMS or Journey Services.

**Journey API** means Journey's application programming interface and includes the documents (in whatever media) that accompany the API.

**Journey Dashboard** means the interactive user dashboard through which the Client views information about their, and their customer's use of the Platform.

**Journey Materials** means all materials, equipment, documents and other property of Journey.

**Modules** means the modules (including but not exclusive to; rooms, tables, spa, vouchers, retail and events) which the Client chooses to use in the Platform, as detailed in the Order.

**Order** means the order for the Products and Services by the Client from Journey set out in Journey's order form.

**Personal Data** shall have the meaning given to it in applicable Data Protection Laws from time to time.

**Platform** means Journey Ecommerce, Journey EMS and all software, application programming interfaces (including the Journey API), user interfaces (including the Journey Dashboard), and other technology that Journey uses to provide and make available the Services.

**Processor** shall have the meaning given to it in Article 4(8) of the GDPR and applicable Data Protection Laws from time to time.

**Product(s)** means the product(s) set out in the Order by the Client from Journey.

**Review Period** has the meaning given to it in Clause 21.1.

**Services** means the services set out in the Order and to be performed by Journey for the Client in accordance with the Contract, including any Implementation Services detailed in the Order.

**Service Fees** has the meaning given to it in clause 7.3.

**Service Period** means the period commencing on completion of the Set Up Period and continuing throughout the remainder of the Term.

**Set Up Fee** means the set-up fee detailed in the Order.

**Set Up Period** means the period when Journey carries out the Implementation Services and sets up the Platform for the Client to use as detailed in the Order.

**Special Terms** any specific terms and conditions that apply to individual products, modules or deliverables and that are detailed as Special Terms in the Order.

**Specification** means the description provided for the Product or Services by Journey to the Client set out or referred to in the Order.

**Target Go-Live Date** means the date which is twelve (12) weeks from the Commencement Date when all Modules should be set up for the Client to use in its business via the Platform.

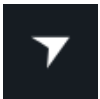
**Term** means together the Initial Term and any Extended Term

**Terms** means Journey's terms and conditions of supply set out in this Master Services Agreement.

**Update** means a modification, feature enhancement or update to the Services or Platform (which may require the Client to take some action), and which may include changing the implementation of the Services or the Platform.

**VAT** means value added tax under the Value Added Tax Act 1994.

**Virus** means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software,



hardware or network, any telecommunications service, equipment or network or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise), or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

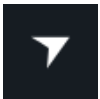
- 2.2. In these Terms, unless the context requires otherwise:
- 2.2.1. a reference to the Contract includes these Terms (Master Service Agreement); any Special Terms set out in the completed Order; the terms set out in the Order; Product or Service Specific Terms and Conditions and including all their respective schedules, attachments and statements of work.
  - 2.2.2. any clause, schedule or other headings in these Terms is included for convenience only and shall have no effect on the interpretation of the Terms;
  - 2.2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 2.2.4. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and
  - 2.2.5. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

### 3. Acceptance and Term

- 3.1. These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2. No terms or conditions endorsed on, delivered with, or contained in the Client order, confirmation of order, specification or other document shall form part of the Contract (except to the extent Journey agrees otherwise in writing).
- 3.3. An Order shall not be accepted by Journey, and no binding obligation to supply any Services shall arise, until the earlier of:
  - 3.3.1. Journey signing the Order; or
  - 3.3.2. Journey performing the Services
  - 3.3.3. (the "Commencement Date").
- 3.4. This Agreement shall commence on the Commencement Date and continue for the Initial Term specified in the Order. It shall automatically renew for successive twelve (12) month periods unless either Party provides at least ninety (90) days' written notice prior to the expiry of the Initial Term or any renewal term.

Notwithstanding the above, where mandatory local law grants Clients additional termination rights (including consumer protection laws in the EU and UAE), those rights shall prevail.

  - 3.4.1. Any party exercising a break clause must provide not less than 90 days' prior written notice before the effective break date.
- 3.5. The Client acknowledges that it is their sole responsibility to conduct a thorough evaluation of the Services, Product(s) and, or Platform provided by Journey during the sales process. This includes but is not limited to assessing all functionalities, capabilities, limitations, and compatibility with the Client's specific requirements. Journey shall not be held responsible for any assumptions made by the Client regarding the Services, Product(s) and, or Platform functionality, nor for any differences from the Client's existing or prior systems.
  - 3.5.1. The Client understands and accepts that certain functionalities may be

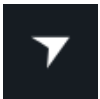


different from or absent in comparison to any existing systems the Client may currently use or have previously used (the “Incumbent System”). Journey provides no guarantee that the Services, Product(s) and, or Platform will include specific features or operate identically to any such Incumbent System, and the Client agrees to take reasonable steps to understand these differences before committing to the Services, Product(s) and, or Platform.

- 3.5.2 The Client agrees that any concerns regarding specific functionalities or operational requirements should be raised during the sales process. By proceeding with the Services, Product(s) and, or Platform, the Customer acknowledges that they have reviewed and accepted the Services, Product(s) and, or Platform’s functionalities as demonstrated or disclosed by Journey.
- 3.5.3 If, after entering into this Agreement, the Client chooses not to continue with the Services, Product(s) and, or Platform based on any perceived deficiency, difference, or absence of functionality that was either undiscovered or unaddressed during the sales process, the Client remains liable for all fees outlined in this Agreement. Journey shall have no obligation to issue refunds or cancel fees based on the Client’s post-Agreement assessment of the Services, Product(s) and, or Platform
- 3.6 The Services, Product(s) and, or Platform shall provide financial reporting data with a reasonable threshold of accuracy, intended solely for informational purposes. The accuracy of such data shall be limited to a tolerance level of 95%, recognising that minor discrepancies within this threshold are acceptable. The Client acknowledges that the data generated by the Services, Product(s) and, or Platform is not guaranteed to be fully precise and should not be solely relied upon for critical financial decisions. The Company shall not be liable for errors or omissions within this threshold, nor for any actions taken by the Client based on such data.
- 3.7 Journey Product(s) and, or Platform require(s) the use of a Stripe Payment account. Stripe have their own terms found at <https://stripe.com/gb/privacy> which must also be agreed to by all parties upon signing up to a Stripe account.
- 3.8 The Client warrants that it is entering into this Agreement in the course of business and not as a consumer. To the extent mandatory consumer protections apply under local law, nothing in this Agreement shall exclude or restrict such rights.

#### **4. Implementation Services**

- 4.1. It is agreed between the parties that time is of the essence in respect of the Implementation Services. Journey shall use all reasonable endeavours to complete the Implementation Services during the Set Up Period to meet the Target Go-Live Date. In the event that there should technical issues which arise during the implementation phase, the parties agree to work together to resolve the issues swiftly in the interest of achieving the Target Go-Live Date.
- 4.2. Journey shall be entitled to an extension of time for completion of the Implementation Services and the parties shall agree a revised Target Go-Live Date, if one or more of the following events occurs:
  - 4.3. a variation to the Platform is requested by the Client;
  - 4.4. a force majeure event occurs as defined in clause 24;
  - 4.5. the delay is caused in whole or in part by an action or omission of the Client or its employees, agents or third-party contractors.
- 4.6. If Journey requires an extension of time to complete the Implementation Services in accordance with Clause 4.2, Journey shall give written notice to the Client of the earliest possible date upon which it can commit to achieving the Implementation Services, and the parties shall agree to a reasonable and appropriate extension of time.
- 4.7. Journey shall supply the Services to the Client materially in accordance with the Specification.
- 4.8. Journey reserves the right to amend the Specification only to the extent necessary in order

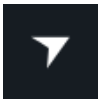


to comply with any applicable law or regulatory requirement Should Journey require to amend the Specification for a technical reason or in some other way which shall not materially affect the Services, Journey shall seek the Client's agreement in any such event.

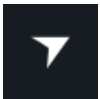
- 4.9. The Client acknowledges that Journey has no contractual or other transaction relationship with its end-user customers.
- 4.10. Journey may modify the Services and the Platform at any time, without notice including adding or removing functionality or imposing conditions on use of the Services. Journey will notify the Client of any adverse changes in, or removal of functionality from, the Services or the Platform.
- 4.11. If in the Client's reasonable opinion the changes described in Clause 4.8 materially affect the Services or the Specification, the Client may terminate this Contract on providing not less than ninety (90) days written notice to Journey.
- 4.12. Journey is not obligated to provide Updates but warrants to the Client that the Platform made available to the Client will continue to be supported by Journey throughout the Initial Term. Journey shall notify the Client not less than ninety (90) days prior to expiry of the Initial Term if it intends to discontinue its support of that version the Platform during the Extended Term.
- 4.13. The Client acknowledges that the Services do not include any services, software or equipment required to access the internet; and that the Client is solely responsible for procuring access to the internet, and for all associated costs and expenses, necessary to use the Services.

## **5. Client Obligations**

- 5.1. The Client shall ensure the terms of the Order, and the information it provides therein, are complete and accurate.
- 5.2. The Client must not, and must not enable or allow any third party to:
  - 5.2.1. attempt to copy, modify, duplicate, create derivative works from, mirror, republish, download, display, transmit or distribute all or any portion of the Platform or Services in any form or media or by any means;
  - 5.2.2. reverse engineer or attempt to reverse engineer the Services or the Platform;
  - 5.2.3. use the Services to engage in any activity that is illegal, fraudulent, deceptive, or harmful; or
  - 5.2.4. perform or attempt to perform any action that interferes with the normal operation of the Services or affects other Journey clients' use of Journey's services.
- 5.3. The Client shall:
  - 5.3.1. be responsible for the timely delivery of text, graphics, logos, images, photographs, and all other related input requested by Journey;
  - 5.3.2. appoint a sole representative with full authority to provide any information and approvals that may be required by Journey;
  - 5.3.2.1 ensure that the Client's personnel are available as may be required by Journey to provide the Services. This includes attendance and participation in scheduled calls and meetings, the timely provision of information, agreed feedback and the completion of agreed responsibilities;
  - 5.3.3. provide all information as may be required by Journey;
  - 5.3.4. be solely responsible for: procuring, maintaining and securing its network connections and telecommunications links from its Platforms; and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network or internet connections;
  - 5.3.5. prevent any unauthorised access to, or use of, the Platform and notify Journey promptly of any such unauthorised access or use; and
  - 5.3.6. to the extent that such policies are available, effect and maintain insurance policies for all of its potential liabilities under this Contract including, but without limitation, for business interruption cover.
- 5.4. The Client acknowledges that its timely participation and cooperation is necessary for



- Journey to provide the Services, and that failure to do so may create delays, hinder the performance and results of the Services, and impact the Fees.
- 5.5. The Client warrants that at all times during the Term:
- 5.5.1. it has the right, power, and ability to enter into and comply with its obligations under this Contract;
  - 5.5.2. it is a business eligible to use the Services;
  - 5.5.3. it has all necessary rights, consents, licences and approvals for the operation of its business and to allow it to access and use the Services in compliance with this Contract; and
  - 5.5.4. that all information it provides to Journey is complete and accurate.
- 5.6. The Client acknowledges that:
- 5.6.1. the Service has been developed to meet the requirements of the hospitality sector, and that it is the Client's responsibility to ensure that the facilities and functions of the Service meet the Client's requirements;
  - 5.6.2. it is not possible to test the Service in advance in every possible operating combination and environment; and
  - 5.6.3. it is not possible to produce a Platform which is error free in all circumstances.
- 5.7. The Client warrants that the Client Materials that the Client provides in connection with the Service and in accordance with fulfilling its obligations under this MSA are not subject to any third-party Intellectual Property Rights, and that Journey can use such material lawfully.
- 5.8. The Client shall not access, store, distribute nor transmit any Viruses, nor any material during the course of its use of the Services that:
- 5.8.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing; or is foreseeably offensive to any race, ethnicity, gender, or sexuality;
  - 5.8.2. facilitates illegal activity; or
  - 5.8.3. is otherwise illegal or causes damage or injury to any person or property,
  - 5.8.4. and Journey reserves the right, without liability or prejudice to its other rights and remedies under this Contract, to disable the Client's access to any material that breaches the provisions of this clause 5.8.
- 5.9 The Client agrees to the collection and use of anonymised statistics from the Platform and Services by Journey to develop and improve the efficiency of the Platform and Services provided that such data does not identify the Client or its end-user customers.
- 5.10. If Journey's performance of any of its obligations under the Contract is prevented or delayed (including making the Platform available to the Client on the Target Go-Live Date) by any act or omission of the Client, or any failure by the Client to perform its obligations under this Contract (Client Default) subject to clause 24:
- 5.10.1. without limiting or affecting any other right or remedy available to it, Journey shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations, but only to the extent that such Client Default causes Journey to become unable to perform its obligations;
  - 5.10.2. Journey shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Journey's delay in, or inability to, perform its obligations as a result of a Client Default.;
  - 5.10.3. the Client shall reimburse Journey on written demand for any reasonable and evidenced costs or losses which are incurred by Journey arising directly from a Client Default and;
  - 5.10.4. notwithstanding the generality of clause 5.11, if the Client Default occurs during the Set Up Period and this results in either (i) a delay to the Target Go-Live Date, or (ii) termination of this Contract, the Client shall pay Journey on written demand the Set Up Fee(s) that would have been payable to Journey as set out in the Order in accordance with clause 7.1 of these Terms.
- 5.11. Subject to prior written agreement, the Client will be required to pay all costs and expenses incurred, including, without limitation: shipping, travel (flights, ferries,



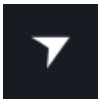
taxi or vehicle hire and any associated visa costs), accommodation, sustenance and internet charges (non-personal)

## 6. Supplier Obligations

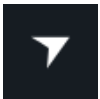
- 6.1. In performing the Services, Journey shall:
  - 6.1.1. Journey shall supply the Services using a degree of skill, care, prudence and foresight as could reasonably and ordinarily be expected from a skilled and experience service provider engaged in the provision of the same or similar nature of undertaking or circumstances.;
  - 6.1.2. Comply with the Client's reasonable instructions to minimise any disruption to the Client's business.
- 6.2. Journey does not warrant that:
  - 6.2.1. the Client's use of the Services will be uninterrupted or error free;
  - 6.2.2. the Services and/or the information obtained by the Client (or its end-user customers) through the Services will meet the Client's (or its end-user customer's) requirements;
  - 6.2.3. the Services will be free from Viruses.
- 6.3. Journey is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 6.4. This Contract shall not prevent either party from entering into similar agreements with third parties.
- 6.5. Except as expressly provided in this Contract, 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 Contract.

## 7. Fees and Payments

- 7.1. The Fees for the Services shall be as set out in the Order. The Client shall pay the Fees to Journey in accordance with this clause 7.
- 7.2. Set Up Fees:
  - 7.2.1. The Set Up Fee set out in the Order(s) will be invoiced on the date of signing the Order.
- 7.3. Service Fees:
  - 7.3.1. The service fees payable shall be calculated at the percentage rate set out in the Order on each product and/or service bought by an end-user customer of the Client via the Platform (Service Fees).
- 7.4. If the monthly service fees payable do not exceed the threshold of the minimum service fees by module set-out in clause 7.4.1, the minimum service fees will be the amount payable by the Client.
  - 7.4.1. The monthly minimum service fees by module are:
    - (1) Journey Ecommerce Retail - £100
    - (2) Journey Ecommerce Vouchers - £250
    - (3) Journey Ecommerce Spa - £300
    - (4) Journey Ecommerce Tables - £100
    - (5) Journey Ecommerce Rooms - £300
  - 7.4.2. The monthly minimum service fees by module are payable eight (8) weeks from the Commencement Date or from the go-live date (whichever date comes sooner), unless, pursuant to clause 4.2, an extension of time equal to that agreed is applied to the payment due date.
  - 7.4.3. If Journey incurs any fees (including dispute fees) from its payment gateway provider in relation to the Client's connected account, Journey will recharge the amount incurred to the Client.



- 7.4.4. All fees, including minimum, dispute and historic fees, shall be paid either at the point of transaction via the Platform through Journey's payment platform or invoiced monthly and collected via a Direct Debit or Account Balance Transfer in Journey's payment platform, as detailed in the Order.
- 7.5. Integration Fees:
- 7.5.1. The Client shall be responsible for paying all integration fees as detailed in the Order directly to the relevant third-party providers in accordance with their terms of business and the Client shall indemnify Journey against all liabilities, costs and losses suffered or incurred by Journey arising out of or in connection with any claim made against Journey by a third-party provider for failure to pay the integration fees on a full indemnity basis.
- 7.5.2. The Client shall promptly notify Journey in writing of the following:
- 7.5.2.1. each transaction completed via the Platform;
- 7.5.2.2. the amount of the payments due for the products and/or services sold via the Platform to the Client's end-user customers; and
- 7.5.2.3. the Service Fees payable to Journey.
- 7.6. Without prejudice to clause 7.5, the Client shall permit the duly appointed representative of Journey at all reasonable times on not less than 10 Business Days prior notice to inspect the Client's accounts and records and take copies of them for the purpose of verifying the Service Fees payable to Journey, provided that such activities shall not pose a risk to the Client's obligations relating to confidentiality and data protection to its clients, employees and third party providers. All rights in such records shall remain the property of the Client.
- 7.7. All Fees are exclusive of VAT which shall be added at the prevailing rate.
- 7.8. In addition to Fees, the Client shall reimburse Journey for all reasonable expenses incurred by Journey in performance of the Services. Journey shall agree to any such expenses with the Client in advance.
- 7.9. The Fees shall be payable to Journey in pounds sterling.
- 7.10. The Fees shall in no circumstances be refundable to the Client.
- 7.11. The Fees are payable in full without any deduction, withholding, set off, or counterclaim whatsoever.
- 7.12. All Fees shall be paid by the Client in cleared funds.
- 7.13. In the event of a Direct Debit cancellation or, failed payment via Direct Debit, Journey reserves the right to collect payment in full for all fees payable under the contract terms including monthly minimum service fees.
- 7.14. If Journey has not received payment of any of the Fees within five days of any due date, and without prejudice to any other rights and remedies Journey may:
- 7.14.1. be under no obligation to provide any or all of the Services while the Fees concerned remain unpaid and at Journey's discretion may suspend the Services without any liability to Journey;
- 7.14.2. interest will accrue on a daily basis at an annual rate of 8% over the Bank of England's current base lending rate commencing on the due date and continuing until fully paid; and;
- 7.14.3. charge the Client for the reimbursement of all legal or debt collection costs incurred by Journey in and out of Court, (which shall be a minimum of 15% of the amount unpaid), such reimbursement to be on a full indemnity basis.
- 7.15. The Client acknowledges and agrees that Journey reserves the right to review and increase all of the Fees under this agreement at the end of the initial term, and any time thereafter by giving no less than thirty (30) days written notice.
- 7.16. Journey may also increase the Fees on an annual basis with effect from each anniversary of the Commencement Date provided that such increase shall not exceed the percentage change in the Retail Prices Index plus 3% over the preceding 12-month period, save where the increase is due to a third-party increase in fees over which Journey has no control.
- 7.17. Clause 7.14 shall not be applied if the Client has raised a bona fide dispute in good faith in



respect of any Fees calculated or charged under this Contract provided that the Client has notified Journey of the dispute and the reasons for it in writing and in accordance with the Notice provisions herein.

7.18. Offboarding Fees:

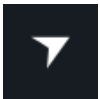
7.18.1. If The Client elects to terminate the Contract in accordance with Clause 13 and to transfer content and/or data pursuant to Clauses 5, 9 and 11 then an offboarding fee will be applicable if Journey, which is under no obligation to accommodate this request, can and chooses to do so. If the Client decides to terminate the Contract under Clause 13.1 as a result of a Fees increase made by Journey under Clause 7.15 then the Client shall pay all the Fees at the existing rate, and not at the increased rates, for the remainder of the ninety (90) day notice period.

7.19. Cancellation Fees:

7.19.1. If any appointments or installation day(s) are cancelled or rescheduled within less than 24 hours of the date they are due to commence ("Late Cancellation") The Client may be charged in full, with any re-scheduled days to be paid for in addition. If as a result of late cancellation Journey incurs any costs or expenses (including, without limitation), accommodation or travel as a result of Late Cancellation, these costs or expenses may also be invoiced in full.

## 8. Confidentiality

- 8.1. Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the other use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Contract.
- 8.2. Each party undertakes to disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom and to the extent to which such disclosure is necessary for the purposes contemplated under the Contract and procure that such persons are made aware of, and agree in writing to, observe obligations in this clause
- 8.3. Each party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other party's Confidential Information immediately upon becoming aware of the same.
- 8.4. The provisions of this clause 8 shall not apply to information which:
  - 8.4.1. is or comes into the public domain through no fault of the recipients, its officers, employees, agents or contractors;
  - 8.4.2. is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure;
  - 8.4.3. is independently developed by the recipient, without access to or use of such Confidential Information; or
  - 8.4.4. is required by law, by court or governmental or regulatory order to be disclosed provided that the relevant party, where possible, notifies the other party at the earliest opportunity before making any disclosure.
- 8.5. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 8.6. Each party will return or destroy (as directed by the other) any part of the other's Confidential Information at any time during or at the end of the Term, provided that if the return or destruction of such Confidential Information prevents Journey from performing its obligations, Journey shall not be liable for any failure to perform to the extent it is prevented by reason of such return or destruction. The Client will return or destroy (as directed by Journey) any part of Journey's Confidential Information requested by Journey at any time during the Term.
- 8.7. The obligations under clause 8 shall survive the variation and expiry or termination of this Contract for a period of five (5) years after its expiry or termination (as the case may be).



## **9. Intellectual Property Rights**

- 9.1. Except as expressly stated in this clause 9, no Intellectual Property Rights of either party are transferred or licensed as a result of this Contract.
- 9.2. Journey and its licensors shall retain ownership of all Intellectual Property Rights in the Journey Materials, the Platform, and the Services (excluding the Client Materials).
- 9.3. Journey grants the Client or shall procure the direct grant to the Client of a fully paid-up, non-exclusive, non-transferable, royalty-free licence during the term of this Contract to use the Platform and the Services for the Term and in the manner specified in the Contract and solely for the purposes of its business.
- 9.4. In relation to the Client Materials and the Client Marks, the Client grants to Journey a fully paid-up, non-exclusive, non-transferable, royalty-free licence to use the Client Materials and the Client Marks for the Term for the purpose of providing the Services to the Client only.
- 9.5. The Client warrants that the receipt and use of the Client Materials in the performance of this Contract by Journey, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 9.6. The Client shall indemnify, and keep indemnified, Journey against all losses, claims, damages, liabilities, costs (including legal fees) and expenses incurred by Journey as a result of or in connection:
  - 9.6.1. with any claim made against Journey for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of or in connection with Journey's use of the Client Materials or the Client's Marks; and
  - 9.6.2. any claim made against Journey by a third party arising out of or in connection with any products sold, advertised or otherwise made available by the Client via the Platform.

## **10. Announcements**

- 10.1. The Client hereby grants Journey the right to use the Client's Marks in media announcements, on its website and in its sales collateral in order to announce the relationship between the parties. Journey will consult with the Client on the timing and content of any announcement.
- 10.2. The Client acknowledges and agrees that all branded widgets used to access the Platform on the Client's website must be branded as "Powered by Journey Ecommerce" or "Powered by Journey EMS" as appropriate.

## **11. Third Party Providers**

- 11.1. The Client acknowledges that the Platform integrates with other third-party software and that the Platform may enable the Client (and its end-user customers) to access the product, content or services of third parties. Journey makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party system, or any contract entered into by the Client with any such third party.
- 11.2. Where any part of the Services requires input from a third party, Journey will provide support as deemed necessary by the Journey in accordance with this Contract and may require access to the third-party system.
- 11.3. Any contract entered into, and any transaction completed via a third party, is between the Client and the relevant third-party provider, and not Journey. Journey recommends that the Client refers to the third party's terms and conditions and privacy policy. Journey does not endorse or approve any third party, nor the content (including goods or services sold) on any of the third-party systems made available via the Services.
- 11.4. Journey shall not be liable for any losses sustained or incurred by the Client arising directly or indirectly from:
  - 11.4.1. the acts or omissions of the third-party providers, except when any third-party providers are acting as appointed subcontractors or agents for Journey in respect of the performance of Journey's obligations under this Contract, the delivery of the



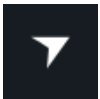
- Services or operation of the Platform;
- 11.4.2. a failure in the third-party systems; or
- 11.4.3. a failure by the third-party providers to provide Journey with the necessary application programme interface keys to provide access to the third-party systems as part of the Services.

## **12. Support Access and Service Levels**

- 12.1. Provision of Support:
  - 12.1.1. Journey will provide the Client with support to resolve issues relating to the Client's use of the Services and in accordance with the incident and request descriptions, severities and target initial response times set out in clause 12.2, save that Journey shall not provide support in relation to any third party systems made available via the Services, and the Client should refer to the third party provider's terms and conditions in relation to the support provided by such third parties.
  - 12.1.2. Journey support is contactable in accordance with our incident management process set out at [www.journey.travel/incidentmanagement](http://www.journey.travel/incidentmanagement).
  - 12.1.3. Journey support provides assistance to the Client. Journey is not responsible for providing support to the Client's end customers and the Client is exclusively responsible for providing support to, and contacting, end customers.
  - 12.1.4. The Client acknowledges that Journey provides no warranty that all or any bugs or errors in the Service will be corrected.
  - 12.1.5. Journey shall use reasonable endeavours to notify the Client in advance of scheduled maintenance of the Platform but the Client acknowledges that it may receive no advance notification for downtime caused by force majeure or for emergency maintenance.
- 12.2. Incidents, Requests and target initial response times:
  - 12.2.1. Journey's policy in respect of incidents, requests and initial response times is set out at [www.journey.travel/incidentmanagement](http://www.journey.travel/incidentmanagement).
- 12.3. Journey contacts and escalation path
  - 12.3.1. All incidents and requests should be logged via Journey support using the process described at [www.journey.travel/incidentmanagement](http://www.journey.travel/incidentmanagement).

## **13. Termination**

- 13.1. In accordance with clause 3.4, without affecting any other right or remedy available to it, after the Initial Term, either party may terminate the Contract by giving the other party at least ninety (90) days prior written notice.
- 13.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 13.2.1. the other party commits a material breach of any of its obligations under the Contract and (to the extent it can be remedied) fails to remedy it within thirty (30) working days after receipt of notice to that effect, specifying the breach and stating what in that party's opinion is required to remedy it (provided that if such material breach only relates to the Support Services a party may only terminate the Support Services). If the parties have agreed an action plan to remedy any breach and if implementation of that plan commences within fifteen (15) working days after receipt of such notice, then, for so long as such action plan is being performed in accordance with its terms, the right to terminate shall not be exercisable;
  - 13.2.2. the other party ceases or threatens to cease to carry on its business;
  - 13.2.3. the other party makes an assignment for the benefit of, or a composition with, its creditors, or makes another similar arrangement in consequence of debt;
  - 13.2.4. a receiver, administrative receiver, administrator or similar officer is appointed to the other party or over all or any part of the assets or undertaking of the other party;
  - 13.2.5. the other party shall go into liquidation (otherwise than for the purposes of a



- solvent amalgamation or reconstruction); or
- 13.2.6. the other party is dissolved, adjudged bankrupt or insolvent, or is otherwise rendered incapable of performing its obligations under the Contract.
- 13.3. Without prejudice to any other right or remedy available to it:
  - 13.3.1. Journey may suspend access to the Platform(s) and/or terminate the Contract immediately for any violation by the Client of Journey's Intellectual Property Rights; and
  - 13.3.2. Journey may terminate the Contract, or suspend the Services, in its discretion, at any time if the Client fails to pay any amount due under the Contract on the due date for payment.

#### **14. Effects of Termination**

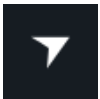
- 14.1. Upon termination of the Contract:
  - 14.1.1. The Client shall stop accessing or using the Platform and notify all users to do the same;
  - 14.1.2. The Client shall delete or return any Journey Materials. If the Client fails to do so, Journey may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safekeeping and will not use them for any purpose not connected with the Contract.
  - 14.1.3. It is the Client's sole responsibility to extract any Client Materials using the reporting or export functionalities available within the Software. Journey shall not be responsible for the safekeeping, return, or retrieval of Client Materials following termination. Any return or deletion of Client Materials by Journey thereafter shall be at Journey's sole discretion.
- 14.2. On expiry or termination of this Contract for any reason, any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of expiry or termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of expiry or termination shall not be affected or prejudiced.
- 14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall survive termination or expiration. These include but are not limited to clauses 8 (Confidentiality), 9 (Intellectual Property Rights), 11 (Third Party Providers), 14 (Effects of Termination), 15 (Limitation of Liability), 19 (Non-solicitation), 29 (Governing Law), and 30 (Jurisdiction).

#### **15. Limitation of Liability**

- 15.1. Neither Party excludes or limits liability for:
  - (i) death or personal injury caused by negligence;
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of Data Protection Laws; or
  - (iv) any liability which cannot be excluded by applicable law.
- 15.2. Subject to Clause 15.1, Journey's total aggregate liability under or in connection with this Agreement shall not exceed the higher of:
  - (a) the Fees (exclusive of VAT) paid by the Client in the twelve (12) months preceding the claim; or
  - (b) GBP £250,000 (or local currency equivalent).
- 15.3. Neither Party shall be liable to the other Party for indirect or consequential loss, including but not limited to loss of profits, revenue, goodwill, or anticipated savings, except where such exclusion is prohibited under the mandatory laws of the Client's jurisdiction.
- 15.4. The provisions of this Clause 15 shall apply regardless of the form of action, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, and shall survive termination of this Agreement.

#### **Schedule A – UK Supplemental Liability Provisions**

For Clients domiciled in the United Kingdom, the following apply in addition to Clause 15 above:



- A.1 Additional Exclusions  
Neither Party shall be liable to the other Party for:  
(a) pure economic loss;  
(b) claims by third parties against the Client;  
(c) loss arising from business interruption;  
(d) loss of operation time;  
(e) loss or corruption of data (and any loss arising as a result).
- A.2 Tangible Property Cap  
Each Party's liability for loss of or damage to the tangible property of the other Party shall not exceed £100,000 in respect of each incident or series of connected incidents.
- A.3 Time Bar  
A Party shall cease to be entitled to bring a claim unless it has notified the other Party of its intention to issue legal proceedings within six (6) months of becoming aware (or when it ought reasonably to have become aware) of its entitlement to bring such a claim.

#### **Schedule B – EU & UAE Supplemental Liability Provisions**

For Clients domiciled in Italy, Spain, Ireland, or the United Arab Emirates, Clause 15 applies subject to the following clarifications:

- B.1 Mandatory Laws  
Nothing in this Agreement shall exclude or restrict any liability which cannot be excluded under the mandatory laws of the relevant jurisdiction, including applicable civil codes, consumer protection laws, and data protection laws.
- B.2 Property Claims  
Claims for loss of or damage to tangible property shall fall within the general aggregate liability cap set out in Clause 15.2. No additional sub-cap applies.
- B.3 Limitation Periods  
The statutory limitation periods applicable under the law of the relevant jurisdiction shall apply.

#### **16. Transfer of rights and obligations**

- 16.1. This Contract is personal to the Client and the Client may not assign the benefits of this Contract, or otherwise deal with any of its rights or obligations under this Contract without the prior written consent of Journey, such consent not to be unreasonably withheld.

#### **17. Third Party Rights**

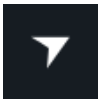
- 17.1. Any rights under the Contracts (Rights of Third Parties) Act 1999 for any third party to enforce any term of this Contract against Journey or the Client are expressly excluded.

#### **18 Independent Contractors**

- 18.1. The relationship of the parties is that of independent contractors, and neither party will incur any debts or make any commitments for the other party except to the extent expressly provided in this Contract. Nothing in this Contract is intended to create or will be construed as creating between the parties the relationship of joint ventures, co-partners, employer/employee or principal and agent.

#### **19. Non-solicitation**

- 19.1. Each party hereby undertakes to the other party that during the term of this Contract and for the period of 12 months following its termination or expiry, it will not directly or indirectly or by its agent, associated companies or otherwise and whether for itself or for the benefit of any other person:
- 19.1.1. induce or endeavour to induce any officer, employee or contractor of the other party to leave his employment; or



- 19.1.2. engage or employ any employee or contractor who has provided technical, programming or support services to the other party.

## **20. Notices**

- 20.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to:
  - 20.1.1. notice@journey.travel, in respect of notices given to Journey; and
  - 20.1.2. the email address set out in the Order, in respect of notices given to the Client.
- 20.2. Any notice shall be deemed to have been received:
  - 20.2.1. if delivered by hand, at the time the notice is left at the proper address;
  - 20.2.2. if sent by next working day delivery service, at 9.00am on the second Business Day after posting; or
  - 20.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

## **21. Variation**

- 21.1. Journey may vary these Terms from time to time on giving the Client at least 30 days' notice in writing. The Client may, within thirty (30) days of being notified of the variation (Review Period), terminate this Contract on ninety (90) days written notice to Journey. The Client's continued use of the Services and/or the Platform after the end of the Review Period, without giving such ninety (90) days written notice to Journey, will constitute the Client's acceptance of the variation. No variation shall take effect until expiry of the Review Period.
- 21.2. Except as set out in clause 21, no variation of this Contract shall be effective unless it is in writing and signed by an authorised signatory of each party.

## **22. Bribery Act 2010**

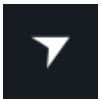
- 22.1. One of Journey's core values is to uphold responsible and fair business practices. It is committed to promoting and maintaining the highest level of ethical standards in relation to all of its business activities. Its reputation for maintaining lawful business practices is of paramount importance. Journey therefore has a zero-tolerance policy towards bribery and corruption and is committed to acting fairly and with integrity in all of its business dealings and relationships, and implementing and enforcing effective systems to counter bribery. Journey Limited fully complies with the Bribery Act 2010.

## **23. Entire Agreement**

- 23.1. This Contract represents the entire agreement between Journey and the Client with respect to the subject matter of this Contract and supersedes all proposals or prior agreements, oral or written, all prior confidentiality agreements and all other communications between the parties relating to the subject matter of this Contract.
- 23.2. Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

## **24. Force Majeure**

- 24.1. If the performance by either party of any of its obligations hereunder, (save as relates to the obligation upon the Client to pay the Fees pursuant to and in accordance with the provisions of this Contract) is prevented, hindered or delayed by any circumstances beyond its



reasonable control (including, without limitation, acts of God, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), acts or orders of Government, highway authorities, telecommunications network operators or emergency service organisations or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties, systems failure, the impact of "virus" or invasive programme which was not detected by Journey's firewall and/or virus detection software, or disputes with staff or sub-contractors) (herein referred to as a "Force Majeure event") then provided such party has complied with its previous obligations and its obligations not so affected, such party shall be excused from the performance of its obligations to the extent only that it is prevented, hindered or delayed by such circumstances and for so long as they continue. Always provided that either party may be entitled to terminate the Agreement, with immediate effect, if the force majeure event persists for more than 60 days.

## **25. Severability**

25.1. If any part, term or provision of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, such part will be severed from the remainder of this Contract, which will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a finding of invalidity so fundamental as to prevent accomplishment of the purpose of this Contract, the Client and Journey shall seek to remedy such invalidity. In any event, the parties shall negotiate to replace the severed provision with a provision which, as far as possible, and without being at risk of being found invalid, unlawful or unenforceable, achieves the objectives of both parties as intended by the original provision.

## **26. Waiver**

26.1. No failure to exercise and no delay in exercising, on the part of the Client or Journey, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege, nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of the provision itself. Any waiver must be in writing to be effective.

## **27. Data Protection**

27.1 (a) The Parties acknowledge that, for the purposes of applicable data protection legislation including the UK Data Protection Act 2018 and UK GDPR, the EU General Data Protection Regulation (EU) 2016/679, and the UAE Federal Decree-Law No. 45/2021 on the Protection of Personal Data (together "Data Protection Laws"), the Client is the Controller and Journey is the Processor.

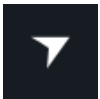
(b) Journey shall process Personal Data only on documented instructions from the Client and in compliance with Data Protection Laws.

(c) Journey shall not transfer Personal Data outside the UK, EEA, or UAE without appropriate safeguards in place, including (i) the UK International Data Transfer Agreement (IDTA), (ii) the EU Standard Contractual Clauses, or (iii) an adequacy decision or UAE-approved equivalent.

(d) Each Party shall co-operate with the competent supervisory authorities, including the ICO, EU Member State DPAs, and the UAE Data Office.

## **28. Conflicts**

28.1 In the event of any conflict or inconsistency, the following descending order of priority



applies:

- 28.1.1. any (Special Terms) as set out in a completed Order;
- 28.1.2. the Terms set out in the Order;
- 28.1.3. these Terms (Master Service Agreement).
- 28.1.4. Product or Service Specific Terms and Conditions

## **29. Governing Law**

- 29.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, provided that where the Services are performed for Clients based in Italy, Spain, or Ireland, the mandatory provisions of EU law (including the GDPR) shall also apply, and where the Services are performed for Clients based in the United Arab Emirates, the mandatory provisions of UAE federal law (including Federal Decree-Law No. 45 of 2021 regarding Personal Data Protection) shall apply.

## **30. Jurisdiction**

- 30.1. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract, its subject matter or formation (including non-contractual disputes or claims), except that Journey may enforce its rights in the courts of the Client's domicile where required by applicable law.