

## TRIPSTAX MASTER SUBSCRIPTION AGREEMENT (1<sup>st</sup> June 2022 version)

**1. General.** These terms and conditions are issued by TripStax Limited, a company incorporated in the United Kingdom (Business Identity Code 12829023) whose registered address is at Space One, 6th Floor 1 Beadon Road, Hammersmith Broadway, London, United Kingdom, W6 0EA ("**TripStax**"). These terms, together with the Service Order and other documents listed below comprise the entire agreement (the "MSA").

The following documents form part of this MSA:

- (a) The Service Order executed by the Parties;
- (b) Service Level and Support Agreement (1<sup>st</sup> March 2022 version)
- (c) API license (1<sup>st</sup> March 2022 version) (where relevant and if subscribing to TripStax Content Module)
- (d) TripStax Data Processing Agreement (1<sup>st</sup> June 2022 version).
- (e) Tripstax Privacy Policy (<https://tripstax.com/privacy-policy>).
- (f) Third Party User Terms (where relevant and referred to in the Service Order)

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 Data Processing Agreement will take precedence over all other documents.

## 2. Definitions.

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

**"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 PNR and Profile data.

**"Customer End Users"** means the customers of the Customer.

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

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

**"Initial Period"** is 36 months from the Service Commencement Date as 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.

**"Minimum Use"** means the Module Commitment and the PNR Commitment, together or each individually as set out in the Service Order.

**"Month"** means a calendar month.

**"Module"** means a pre-defined set of software, functionalities and services which has a name and is commercialized as a package. Modules may or may not include optional add-ons which may or may not have additional fees associated to them.

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

**"PNR"** means Passenger Name Record data and shall represent booking or invoicing data element(s) containing details for one or more person(s) as generated by the Customer or the Customer End Users.

**"Profile"** means Customer or Customer End User 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"** mean Subscription Fees, Transaction Fees and Support 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 the service commencement date identified on the Signing Page; in case no specific date can be determined on the Signing Page, it will be the first day of the month following the third monthly anniversary of the Effective Date.

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

**"Statement of Work"** a separate document agreed by the parties which relates to a specific project or assignment but which forms part of this MSA.

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

**"Support Fee"** means the fees payable by the Customer to TripStax, as set out in the Service Order in consideration of the Support Services.

**"Support Services"** shall mean either the Basic Support or Premium Support as specified in the Service Order or subsequently added by an amendment to the Service Order.

**"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.

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

**"User"** means one user provided with access to the TripStax Analytics module and **"User Fee"** means the fees per User.

**3. Service.** For the term of the agreement, Tripstax will make the Services available to the Customer. Customer will use the Service solely for the purpose of providing travel related services to its

Customer End Users and their 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.

**4. Fees.** Customer shall pay the fees set forth in the Service Order. Unless otherwise agreed in the Service Order TripStax may invoice any one-time fees at the time of signing, and any recurring fees shall be invoiced at the beginning of each period.

Time-based and transaction-based services are invoiced monthly in arrears. Payment term is 30 days net. Late payments shall bear interest from the invoice due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or if that act is not applicable at the rate of 2 % per month over the Bank of England Bank Rate or the maximum rate permitted by law whichever is less.

After the first anniversary of the Effective Date TripStax 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 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 agreement by providing written notice to TripStax not later than 21 days' prior to the effective date of the change to the fees (unless TripStax in its sole discretion decides to cancel the respective price change before it becomes effective date, in which case no termination right exists). TripStax may at any time increase the fee to reflect an increase in charges made to TripStax by a Third Party for Third Party services.

**5. Intellectual Property.** TripStax 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 shall acquire no rights other than explicitly described in this MSA.

Customer acknowledges that the Service and the underlying software contains business secrets of TripStax 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.

TripStax will defend or settle any claim against the Customer that the unchanged Service infringes intellectual property rights valid in the country from where the Service is provided. The Customer shall promptly notify TripStax in writing of any such claim. TripStax will take appropriate measures and will pay costs and damages finally awarded against the Customer by a competent court. When such a claim is made or appears likely TripStax may, at its option modify the Service, procure necessary licenses or provide a replacement. If none of these alternatives is reasonably available, the Customer will cease using the Service and TripStax will refund the fees paid by the Customer for Services not yet provided on a pro-rated basis.

**6. Maintenance, Updates.** TripStax 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 will publish advance warning. Customer support is separately described in the Service Level and Support Agreement.

**7. Security.** The use of Service requires username and password, which are created by Customer upon registering to Service. The username is personal, and Customer shall not transfer or disclose his/her username and password to any third parties.

Customary information security of the Service is provided by TripStax. However, Customer uses the Service solely at its own risk. TripStax 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 reserves the right to access Customer's data to resolve problems, system errors, or Service-related problems. Customer is responsible for implementing and maintaining appropriate security measures for its operations in accordance with technological developments and evolving security needs.

TripStax has the right to temporarily prevent the Customer's access to the Service, if the operational environment, software, hardware or other actions of the Customer 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 is entitled to invoice from the Customer.

**8. 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.

**9. Personal Data.** TripStax complies with the data protection rules of the United Kingdom and the European Union when providing the Service. The personal information will be processed and stored in Europe in accordance with the TripStax Privacy Policy.

Information related to the performance of the Service may also be processed by third party suppliers in accordance with their own policies, which TripStax does not, and cannot, control. TripStax cannot monitor or affect the information uploaded to the Service, such as personal information included in Profiles and PNRs. TripStax is not responsible for any data the Customer uploads to the Service.

**10. Term and Termination.**

10.1 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 unless terminated in accordance with the Service Order.

10.2 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.

10.3 Termination of any individual Statement of Work does not affect the Service Order or any other Statement of Work or this MSA. Termination of this MSA by either Party pursuant to this clause shall automatically terminate the Service Order and any Statement of Work. Where termination takes place before completion of a Statement of Work, TripStax shall be entitled to be paid for the work done by TripStax and for any unrecoverable costs incurred, including for time which becomes unproductive. Termination does not affect the fees which TripStax 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.

10.4 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 in accordance with the terms of this MSA; (d) TripStax 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 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.

10.5 If agreed in the Service Order or subsequently agreed in a Statement of Work, TripStax will continue to make the Services available to the Customer for a period not exceeding 6 months whilst the Customer transitions to a new provider and/or recovers Customer data held by TripStax. The fee payable by the Customer will be set out in the Service Order or Statement of Work. Services provided pursuant to this clause are conditional on (i) the Customer paying all sums due to TripStax both before and after termination and (ii) service levels and service credits not applying to the Services after the date of termination.

## 11. Indemnity.

11.1 The Customer shall defend, indemnify and hold harmless TripStax 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 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.

11.2 TripStax 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 utilizes in conjunction with the Services, Development Services, or Documentation provided that: (a) TripStax 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 in the defence and settlement of such claim, at TripStax's expense; and (c) TripStax is given sole authority to defend or settle the claim. In the defence or settlement of any claim, TripStax 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.

11.3 In no event shall TripStax, its employees, agents and sub-contractors 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; or (b) the Customer's use of the Services, or Documentation in a manner contrary to the instructions given to the Customer by TripStax; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from TripStax or any appropriate authority.

The foregoing and clause 11.2 states the Customer's sole and exclusive rights and remedies, and TripStax's (including TripStax's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right.

## 12. No Warranties, Limitation of Liability.

12.1 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 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 by the Customer in connection with the Services or any actions taken by TripStax 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 for any claim arising from the Services or Third Party Services unless such claim is based on an act of default by TripStax.

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

12.3 Subject to the foregoing Limitations of Liability: (a) TripStax 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 and Statement of Works) 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's Intellectual Property Rights.

**13. 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 England and Wales. Each Party irrevocably agrees 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

## 14. Miscellaneous.

14.1 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.

14.2 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, its affiliates, its distributors, customers, or Customer and its

affiliates, including but not limited to any applicable trade sanctions, TripStax may suspend the agreement or withhold, restrict or reduce certain such services hereunder immediately. Any such suspension shall not exclude any right TripStax may have to terminate the agreement.

14.3 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.

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

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

14.6 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).

14.7 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.

14.8 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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