

PARTICIPATION AGREEMENT

This Participation Agreement (including any schedules and addendums attached hereto, this “**Agreement**”), effective as of **October 11, 2022** (the “**Effective Date**”), is entered into by and between Lighthouse Intelligence Ltd. and «entity» d/b/a «hotel» (“**Company**”). This Agreement is entered into pursuant to the Master Services Agreement dated 11 October 2021 between and among Lighthouse Intelligence Ltd. and Hyatt Corporation, Hyatt International Corporation, and Select Hotels Group, L.L.C. (collectively, “**Hyatt**”) (the “**Master Agreement**”). All capitalized terms herein are, unless defined in this Agreement or in an attachment, assigned the meanings set forth in the Master Agreement.

Both hereinafter separately or jointly referred to as “the Party” or “the Parties”

WHEREAS pursuant to the Master Agreement: (i) Lighthouse provides a suite of hospitality business intelligence reporting tools (“the Products”) on a SaaS (Software- as-a-Service) subscription basis, and (ii) Lighthouse may enter into separate agreements with the owners of Hyatt-branded hotels, to which direct or indirect subsidiaries of Hyatt provide management services, or who franchise their Hyatt-branded hotels, to provide the Services, as described herein;

WHEREAS, Company shall be a Participating Hotel under the Master Agreement and shall receive Services from Lighthouse upon the terms and conditions set forth below; and

WHEREAS, Company shall have the rights to which a Participating Hotel is entitled, and be bound by all agreements and obligations to which a Participating Hotel is subject, under the Master Agreement. All rights and benefits granted under the Master Agreement to Hyatt may be exercised and enjoyed by Company if applicable to the Services received hereunder.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties hereto agree as follows:

1. Intentionally deleted.

2. **DEFINITIONS**

2.1 “Application User Interface” means the space on the internet whereby the Product shall be accessible and available to the User.

2.2 “Affiliates” means any or all of a Party’s subsidiaries, affiliates, corporations, limited liability companies, partnerships and/or any other entities that directly or indirectly (either presently or in the future) control, are controlled by, or are under common control with that Party.

2.3 “Hotels” means the hotels owned, leased, managed, franchised, licensed or otherwise operated by Hyatt or any of its Affiliates.

2.4 “Hyatt Data” means all data, information, text, drawings, statistics, analysis and other materials embodied in any form relating to Hyatt or its Hotels and to which Lighthouse shall have access to in connection with the provision of the Product or shall generate, collect, process, store and transmit by and/or through the Product.

2.5 “Personal Information” means information relating to an identified or identifiable natural person on behalf of Hyatt or its Affiliates and any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, including, without limitation, any inferences drawn therefrom or derivatives thereof, and specifically does not include information that is aggregated or de-identified and cannot identify or is identifiable as originating with, or associated with an particular party or an individual person.

2.6 “Process” and its variants for purposes of this Section includes, without limitation, access, collect, record, organize, use, store, adapt, alter, retrieve, consult, transfer, combine, merge, analyze, disclose or destroy and any operation or set of operations that are performed on data or on sets of data, whether or not by automated means.

2.7 “Saas Solution” means the software referred to by Lighthouse that resides in the cloud and that has the Product functionalities described in Schedule 1 and may be accessed by Users through the Internet.

2.8 “User” means the natural person accessing the Product in the Application User Interface and who is either an individual Hotel user or a Hyatt HQ central access user.

3. SUBJECT OF THE AGREEMENT

- (a) Lighthouse shall make available to Participating Hotels the right to access and use its BI SaaS Solution named Parity Insight (“the Product”) in the form of a subscription. Subject to the terms and conditions of the Agreement, Lighthouse hereby grants to the Participating Hotel a limited, non-exclusive, non-transferable right during the term of the Agreement to access and use the Product(s) and the services set forth on Schedule 1, any applications and software provided to Participating Hotel to access OTA’s services, including the Parity Insight and Parity Manager, Participating Hotel Admin Account, the Lighthouse Site, mobile applications, updates or patches, utilities and tools or APIs and any other functionalities as set out in Schedule 1 (collectively, the “Services”) for Participating Hotel’s own internal business operations. To this end, Lighthouse grants to Participating Hotel, for the duration of the Participation Agreement Hotel a worldwide, irrevocable license to reproduce, use, distribute, publicly display, publicly perform, transmit (including electronically and wirelessly), and create derivative works of, such reporting. Participating Hotel may not sublicense the right to access and/or use any Product or the Service to any third party. Participating Hotel is licensed to access and use only the Product(s) set out in this Agreement and may do so only by means of the Service. Except as expressly set out in this Agreement, all rights in and to the Product(s), Service (including the Lighthouse Content but excluding Customer Data and Customer Materials) and Software are reserved to Lighthouse.
- (b) Lighthouse shall make available to all Participating Hotels the Products and Services as detailed on Schedule 1. Lighthouse shall also make available to all Participating Hotels preferential pricing as set out in Schedule 3, section 2 to its following Products: Rate Insight, Market Insight, Revenue Insight. Participating Hotels may at their own election subscribe to the Products as listed in this Section (b) (iii).

4. PRODUCT DESCRIPTION & SPECIFICATIONS

- (a) **Product description.** Parity Insight and a separate feature named Parity Manager are jointly referred to as the Parity Program. The Parity Program aims to solve parity issues globally in the form of a SaaS Solution.
- (b) **Product functionalities** and overview of the Parity Program are set out in Schedule 1.

5. Intentionally deleted.

6. ONBOARDING & SUPPORT

- (a) Lighthouse shall use its best endeavours to start onboarding Participating Hotel within two (2) months after the Effective Date of this Agreement. The onboarding is subject to the provision of a fully functional API by Hyatt in order to retrieve the brand.com rates required for the provision of the Product.
- (b) Lighthouse provides 24/6 support (Saturdays are not covered).

- (c) All training and education for Users will be provided at no additional cost to Participating Hotel. This shall include preliminary training programs and refresher training on best practices and new features.
- (d) Participating Hotel is entitled to add an unlimited number of Users to the dashboard.
- (e) Lighthouse shall keep Hyatt and the Participating Hotels informed on any planned and ad-hoc maintenance.
- (f) A dedicated enterprise account manager shall be made available by Lighthouse to Participating Hotel.

7. PROVISION OF SERVICE

- (a) As of the Effective Date, Lighthouse shall set-up the Service for Participating Hotels in respect of the Product(s) which Participating Hotel are licensed to access and use under this Agreement, as set out in the Agreement.
- (b) With effect from the Effective Date, Lighthouse shall:
 - (i) ensure that the Service is enabled for Participating Hotel in live production use; and
 - (ii) for the remainder of the Term of this Agreement: (i) provide the hosting of the Product(s); and
 - (iii) support and maintain the Product(s) and Service pursuant to the terms of the Master Agreement and this Agreement.

8. FEES

- (a) Fees.** The fees payable are set forth in Schedule 3- section 1.
- (b) Fee payment exceptions.** Fees shall be waived if any of the following events occur: (i) Fees shall not be due for the duration of an unexpected Hotel closure due to a pandemic event (which shall constitute a Force Majeure).

9. INVOICING

- (a) All Participating Hotel subscriptions shall be invoiced by Lighthouse to the Participating Hotels directly on an annual basis.
- (b) The annual Fee per Hotel is payable in advance.
- (c) The first invoice shall be issued in January 2022. Access granted to the Product before January 2022 is complimentary and free of charge.
- (d) Invoices are payable, in full, without deduction, set off or withholding of any kind within 30 days of receipt.
- (e) Lighthouse shall invoice each Participating Hotel separately for any fees due under the relevant Participating Agreement for the Services during Term (the "Fees").
- (f) **VAT.** Save as the context requires or as otherwise provided in this Agreement, all amounts referred to in this Agreement are exclusive of value added tax (VAT) or other applicable sales tax which, where chargeable by Lighthouse, shall be payable by Participating Hotel at the rate and in the manner prescribed by law. Participating Hotels shall be responsible for and shall pay for any VAT.

10. INTELLECTUAL PROPERTY, PROPRIETARY DATA

- (a) Intellectual Property Rights means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);
- (b) Nothing in this Agreement shall cause the ownership of any Intellectual Property Rights belonging to one Party to be transferred to the other.
- (c) Lighthouse and/or its licensors shall, as between the Parties, remain the owner of all Intellectual Property Rights in Lighthouse's brands, trademarks and logos, the Product(s), the Service (if any) and the software. Except as expressly permitted by this Agreement,

- Lighthouse's Intellectual Property Rights may not be used without Lighthouse's prior written consent.
- (d) Participating Hotel shall promptly bring to the attention of Lighthouse any improper or wrongful use of any Intellectual Property Rights of Lighthouse which comes to its notice.
 - (e) Lighthouse acknowledges that the "Hyatt," "Park Hyatt," "Andaz," "Grand Hyatt," "Hyatt Regency," "Hyatt Centric," "The Unbound Collection by Hyatt," "Miraval," "Hyatt Place," "Hyatt House," "Hyatt Ziva," "Hyatt Zilara," "Thompson Hotels," "Destination by Hyatt," "Alila," "Caption by Hyatt," "JdV by Hyatt," "World of Hyatt," "Hyatt Residence Club," marks and the logos for each of those brands (collectively, "Hyatt Marks") are the exclusive property of Hyatt or its affiliates. Lighthouse agrees not to use any of the Hyatt Marks, "JDV," "Joie de Vivre," "UrCove," "Ziva," "Zilara," "Unbound Collection," the name of any property within The Unbound Collection by Hyatt, Joie de Vivre, JdV by Hyatt or Destination by Hyatt brands or any name or mark that is comprised of or confusingly similar to any of the foregoing without the prior written consent of Hyatt. If Hyatt gives its consent to any such use, Hyatt may rescind such permission at any time, and upon the termination or expiration of this Agreement, whether by lapse of time or any other reason whatsoever, Lighthouse shall cease any such use immediately. In the event such consent is granted, other than the limited license granted in this section, Lighthouse is receiving no other right, title, or interest in or to the Hyatt Marks or the Hotel Information. As between the Parties, Hyatt or their affiliates owns all right, title and interest in and to the Hyatt Marks, including all goodwill associated with them.
 - (f) Immediately upon expiration or early termination of this Agreement for any reason, Lighthouse shall: (a) purge all of Hyatt's trademarks, trade names, service marks, logos, designs, slogans, chimes, identification and any other copyrighted or other proprietary materials used to identify it or its products or services as used in connection with this Agreement from any and all computer systems, files, or storage media within its possession or control; and (b) return to Hyatt or destroy any and all documents or other property embodying any use of the Hyatt Marks; provided, however, that Lighthouse shall not be required to expunge electronic copies containing any Hyatt Marks created as a result of automatic back-up procedures that are not available to an end user and cannot be expunged without considerable efforts; provided, further, that Lighthouse shall be entitled to retain one (1) copy of any document to the extent required by Lighthouse's existing *bona fide* legal compliance policies. This Section 10(f) shall survive expiration or earlier termination of this Agreement.

11. CONFIDENTIALITY

- (a) Confidential Information means all information (whether written, oral or in some other form) disclosed to or obtained by one Party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including all information relating to that other's business, operations, systems, processes, products, trade secrets, know how, contracts, finances, reports, records, data (including Hyatt Data), together with copies made of any of the foregoing and which information is marked as being confidential or might reasonably be assumed to be confidential.
- (b) Subject to Section 11(e) below, each party shall: (i) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and (ii) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, this Agreement.
- (c) Without limiting the foregoing, (a) data provided by each Party is and will remain the Confidential Information of such Party; and (b) the financial terms of this Agreement are the Confidential Information of both Parties.
- (d) Subject to Section 11(a), Confidential Information does not include information that: (i) was rightfully known to the receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the

receiving Party's noncompliance with this Agreement; (iii) was or is received by the receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the receiving Party without reference to or use of any Confidential Information.

- (e) **Compelled disclosures.** If the receiving Party is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the receiving Party shall promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement so that the disclosing Party can seek a protective order or other remedy.
- (f) **Return or destruction of Confidential Information.** Upon five (5) business days after a Party's written request at any time and subject to any contrary obligations under applicable law, the other Party shall at requesting party's direction return or destroy and erase from all systems it directly or indirectly uses or controls (i) all originals and copies of all documents, materials, and other embodiments and expressions in any form or medium that contain, reflect, incorporate, or are based on the requesting party's Confidential Information, in whole or in part; or (ii) solely the requesting Party's Confidential Information as the requesting party's may request, and provide a written statement to the requesting party certifying that it has complied with the requirements of this Section.

12. INFORMATION SECURITY & DATA PROTECTION

- (a) Lighthouse shall, during the course of the provision of the Product and Service access and/or handle Hyatt Data (including any information not necessarily considered as Data).
- (b) Lighthouse shall only handle Hyatt Data for the purposes of the provision of the Product and Service to Hyatt and the Participating Hotels.
- (c) Lighthouse is ISO 27001 certified and complies with any required GDPR regulations (inclusive of the UK GDPR regime).
- (d) In the event Lighthouse or its agents Process any Personal Information, Lighthouse shall and shall cause its agents and personnel to Process such Personal Information in accordance with Schedule 4-A.
- (e) Further details on Lighthouse's information security policy are set out in Schedule 4.

13. TERM & TERMINATION

- (a) **Term & termination for convenience.** This Agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for an initial term of 3 (three) years ("Initial Term") and thereafter renew automatically for successive terms of 12 (twelve) months (each a "Renewal Term") unless and until terminated by either Party giving the other not less than three (3) months' prior written notice to that effect (such notice to expire at the end of the Initial Term or any subsequent Renewal Term only). Provided, however, a Participating Hotel may terminate this Agreement, immediately upon written notice to Lighthouse, without penalty, in the event of a change in the management company which operates the Participating Hotel, or a change in the ownership of the Participating Hotel.
- (b) **Termination for material breach.** Either party may terminate this Agreement, at any time, by giving the other written notice if the other: (i) materially breaches any term of this Agreement and fail to remedy such breach within 30 (thirty) days of being requested in writing by the other party. Notwithstanding anything to the contrary Participation Agreements will terminate on the same date as this Agreement unless terminated earlier in accordance with the provisions of the respective Participation Agreement.
- (c) **Effects of termination of this Agreement.**
 - i. Except in the event of a termination for material breach by the other party, any prepaid amounts shall not be refundable and active Hotel subscriptions (including complimentary Hyatt central access) shall continue to run until

expiration of the Term after which the individual Hotel shall be offered the option to contract directly with Lighthouse.

(d) **Hotel subscription term**

- i. Individual Participating Hotel subscriptions included in the initial order for 980 Participating Hotels by January 1, 2022, shall run for a term equal to the Initial Term (or Renewal Term as applicable) of this Agreement. For clarity, the Initial Term shall expire on December 31, 2024.
- ii. Orders placed for Participating Hotels at a date beyond January 1, 2022, shall run for the remainder of the Initial Term or remainder of the then-current Renewal Term as applicable and thereafter renew for a full-cycle Renewal Term. Fees shall be calculated in a prorated manner in accordance with the remainder of the Term. For clarity, each Renewal Term shall start on January 1 and end on December 31 of the applicable year. For a Participation Agreements executed after January 1 in any given year, the annual invoice shall be prorated to account for the term ending on December 31 of such year.

14. REPRESENTATIONS & WARRANTIES

- (a) Each Party represents and warrants to the other Party that (a) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (b) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- (b) Lighthouse warrants that:
- i. it has the right to enter into this Agreement and to provide the Service and Software and to grant the licence to use the Products and Software as contemplated by this Agreement;
 - ii. the Product(s) and Service shall, under normal operating conditions, substantially conform to the functionality described in the specification set out in the Ordering document;
 - iii. the support and maintenance services shall be performed with reasonable care and skill and in accordance with Schedule 5;
 - iv. it has implemented enhanced password / login security features to its application designed to prevent access to Hotel's instance of the Services to anyone outside of Hotel's network.
 - v. its technology shall not deliver any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the contents of any databases and/or the normal operation of any computer systems ("**Virus**"). To protect against the introduction of Viruses, Lighthouse shall follow commercially reasonably prudent procedures to ensure that such technology is free (within the limitations of such commercially available virus detection mechanisms) of all Viruses. Lighthouse agrees that, in the event any such Virus is found to have been introduced by it, then Lighthouse shall make the necessary modifications to such infected software required to cure such Virus and to remedy any damage or other deleterious effects caused by such Virus;
 - vi. it shall at all times utilize commercially reasonable and appropriate practices and technologies common and prevalent in Lighthouse's industry (including, to the extent applicable, encryption, firewall protection, intrusion detection and prevention tools and network management applications) to protect, safeguard, and secure the Services provided by Lighthouse and Customer Data and Customer Materials against unauthorized access, use and disclosure. Lighthouse represents, warrants and covenants that it shall use

commercially reasonable efforts to monitor for any attempted unauthorized access to, or use or disclosure of, Customer Data and Customer Materials and shall immediately take all necessary and appropriate actions in the event any such attempt is discovered, including, without limitation by: (i) promptly notifying Hotel of any material or significant breach of security with respect to any such materials (a "**Security Breach**"); (ii) performing an investigation to learn the cause of the Security Breach; (iii) taking appropriate measures to prevent such a Security Breach in the future; and (iv) resolving any such Security Breach and fully cooperating with Hotel in complying with any notification requirements that may result from such Security Breach. Lighthouse also represents and warrants that it shall document and maintain adequate retention process and policies for all Security Breaches in accordance with all applicable legal and regulatory requirements.

- vii. If any of the warranties in Section 14(a) or 14(b) is breached, Hotel shall notify Lighthouse as soon as possible, and Lighthouse shall notify Hotel as soon as possible. Hotel shall give Lighthouse a reasonable time to fix the problem and (if necessary) to make available a corrected version of the Product(s) and/or Service (as the case may be) or a reasonable way to work around the problem that is not materially detrimental to Hotel, or to re-perform any relevant services. This will be done without any additional charge to Hotel.
- viii. In the event Lighthouse is unable to provide the Service and Product or unable to deliver the required data, Hotel will be compensated. For each day of unavailability Hotel will receive two (2) days automatic extension of the Term. Hotel will have the right to cancel the Agreement if the unavailability continues for fourteen (14) days and Lighthouse will reimburse Hotel for the remaining months.
- ix. From time to time delivery of the Service and Product may be delayed due to scheduled or unscheduled maintenance or factors beyond Lighthouse's reasonable control, and failure to deliver the Services and Product in such event or events shall not constitute a breach of the Agreement.
- x. Lighthouse represents and warrants that its provision of the Product(s) and Service to Hotel, and Hotel shall ensure that Hotel's use of the Product(s) and Service, complies, in all respects, with all applicable national, international and regional laws, statutes, ordinances, rules, regulations, administrative interpretations, orders, injunctions, judgments, directives, decisions, decrees (including all codes of practice and guidance issued by any governmental, regulatory or other competent authority), including these pertaining to competitive sets, antitrust, data protection, web scraping and anti-circumvention, data privacy, and anti-spam ("**Applicable Laws**").
- xi. Lighthouse represents and warrants that the Services provided by Lighthouse under this Agreement, and Hyatt's exercise, in accordance with the terms hereof, of any rights granted under this Agreement, will not infringe, misappropriate, violate or conflict with any Intellectual Property Rights of any third party; and, no third party has asserted, is asserting or, to Lighthouse's knowledge, has threatened or has or will have any reasonable basis to assert a claim of any of the foregoing.

15. INDEMNIFICATION

- (a) **Indemnification by Lighthouse.** Lighthouse shall indemnify, defend, and hold harmless Participating Hotel and its respective officers, directors, employees, agents, contractors, successors, and permitted assigns from and against losses, excluding consequential damages suffered by Participating Hotel, such as lost profits, unrealised efficiency gains, cost reductions and/or other indirect damages, with the exception of damages resulting from willful intent, incurred by Participating Hotel

resulting from any action that arise out of or result from, or are alleged to arise out of or result from:

- i. Lighthouse's breach of any representation, warranty, covenant, or obligation of Lighthouse under this Agreement (including, in the case of Lighthouse, any action or failure to act by any Lighthouse personnel that, if taken or not taken by Lighthouse, would constitute such a breach by Lighthouse);
- ii. Misuse of Hyatt Data by Lighthouse;
- iii. Any action, or failure to take a required action, gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any services or other activity actually or required to be performed by or on behalf of Lighthouse under this Agreement; or
- iv. That any Product or Service or Hyatt's (including any of its Users) use thereof, infringe, misappropriate, or otherwise violate a third party's Intellectual Property Right or other right of any third party or misappropriates a trade secret;

(b) **Indemnification by Participating Hotel**

Participating Hotel shall indemnify, defend, and hold harmless Lighthouse and each of Lighthouse's, and its respective officers, directors, employees, agents, contractors, successors, and permitted assigns from and against losses, excluding consequential damages suffered by Lighthouse, such as lost profits, unrealised efficiency gains, cost reductions and/or other indirect damages, with the exception of damages resulting from willful intent, incurred by Lighthouse resulting from any action that arise out of or result from, or are alleged to arise out of or result from:

- i. Participating Hotel's breach of any representation, warranty, covenant, or obligation of Participating Hotel under this Agreement (including, in the case of Participating Hotel, any action or failure to act by any Participating Hotel personnel that, if taken or not taken by Participating Hotel, would constitute such a breach by Participating Hotel);
- ii. Any action or failure to take a required action, gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any services or other activity actually or required to be performed by or on behalf of Hyatt under this Agreement; or

- (c) Both Parties will not have any right, without each other's written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability, infringement or wrongdoing (whether in contract, tort or otherwise) on the part of the other Party or its Affiliates or otherwise requires the other Party or its Affiliates to take or refrain from taking any material action (such as the payment of fees).

16. LIMITATION OF LIABILITY

- (a) Neither Party to this Agreement shall be liable to the other Party for consequential, incidental, punitive, or indirect damages (including but not limited to loss of profits, loss of savings, loss of reputation) arising from, relating to or in connection with this Agreement and/or any schedules issued hereunder, even if such Party has been advised of the possibility of or could have foreseen such damages and each Party's aggregate liability hereunder shall in no event exceed the total fees payable by Hyatt to Lighthouse under this Agreement with a maximum of the fees paid in the two (2) years preceding an incident giving rise to either Party's liability. This limitation of liability applies regardless of the form of action, whether in contract, tort or otherwise, notwithstanding the foregoing, the limitations of liability set forth above shall not apply to losses against which the Parties have agreed to indemnify each other pursuant to the applicable Sections in this Agreement or due to a breach of confidentiality or information security and data privacy under Sections 11 or 12 hereof.

17. FORCE MAJEURE

- (a) In no event shall either Party be liable for any failure or delay in performance due to causes or circumstances beyond its reasonable control and without its fault or negligence (including but not limited to Acts of God, acts of the United Kingdom, acts of the European Union, acts of the United States, fires, floods, strikes, natural disasters, pandemics. The Party claiming such failure or delay must promptly notify in writing the other Party of such failure or delay provided that the defaulting Party:
 - i. notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely breach;
 - ii. uses reasonable efforts to mitigate the effects of the circumstances and breach so as to minimise or avoid the breach;
 - iii. uses reasonable efforts to resume performance as soon as reasonably practicable; and
could not have avoided the breach by taking steps that it ought reasonably to have taken in light of the matters known to it before the circumstances arose.

18. MISCELLANEOUS

- (a) **Assignment.** Neither this Agreement nor any of the rights or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, either Party may assign any of its rights or obligations under this Agreement in any country to any Affiliates; provided, however, that such assignment shall not relieve the assigning Party of its responsibilities for performance of its obligations under this Agreement.
- (b) **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.
- (c) **Entire Agreement, Amendments.** The provisions, terms and conditions of this Agreement (including any Schedules hereto) represent the entire Agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede any and all prior and contemporaneous agreements, understandings, documents, negotiations, and/or discussions (whether written or oral) between the Parties.
In the event of any conflict or inconsistencies between the terms of this Agreement and those set forth in any other documents as provided by Lighthouse, the terms of this Agreement shall take precedence and prevail, except as otherwise expressly provided in this Agreement.
- (d) **Notices.** Any and all notice, requests or demands hereunder shall be in writing and deemed to have been duly given (a) when delivered by hand; (b) one (1) business day after being given to an overnight express courier, (c) when sent by confirmed facsimile, with a copy sent by another means as set forth in this Section or (d) five (5) days after the day of mailing, when mailed by certified or registered mail, return receipt requested, postage prepaid and addressed to the respective Parties as follows, provided that either Party may change its address or designee for notification purposes by giving the other Party prior written notice thereof.

If to Lighthouse:

Lighthouse Intelligence
Suite 8, 59 St. Martin's Lane
London WC2N 4JS
UK
United Kingdom

If to Participating Hotel:

Attn: Eva Metsu - General Counsel
E-mail: eva@mylighthouse.com

With a copy to:
Lighthouse Intelligence BV
Gaston Crommenlaan 6
9050 Gent
Belgium

with a copy to:
Hyatt Corporation
150 N Riverside Dr
Chicago, IL

- (e) **Survival.** Any provision or obligation under this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive such termination or expiration and will continue in full force and effect.

19. GOVERNING LAW & JURISDICTION

- (a) For Disputes arising in connection with Participating Hotels whose facilities are located in the United States, Canada or the Caribbean, arbitration will take place in Wilmington, Delaware, and the Agreement will be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws rules thereof;
- (b) For Disputes arising in connection with Participating Hotels whose facilities are located in Asia Pacific, arbitration shall occur in Singapore, and the Agreement (together with any documents referred to herein or non-contractual obligations arising in any way out of or in connection herewith) will be governed and construed in accordance with the laws of Singapore; and
- (c) For Disputes arising in connection with Participating Hotels whose facilities are located in Europe, Middle East or Africa, arbitration shall occur in London, England, and the Agreement (together with any documents referred to herein or non-contractual obligations arising in any way out of or in connection herewith) will be governed and construed in accordance with the laws of England and Wales; and
- (d) For Disputes arising in connection with Participating Hotels whose facilities are located anywhere else in the world (outside the United State, Canada, the Caribbean, Asia Pacific, Europe, Middle East or Africa), arbitration will take place in the state, province or country (as applicable) where the Participating Hotel's facilities are located, and the Agreement will be governed and construed in accordance with the laws of such state, province or country without giving effect to the conflicts of law rules thereof.

IN WITNESS WHEREOF, the Parties hereby have duly executed this Agreement as of the Effective Date (the date of the last Party signing this Agreement).

Lighthouse Intelligence
NAME: Matthias Geeroms
SIGNATURE:
TITLE: CFO

DATE:

NAME:
SIGNATURE:
TITLE:
DATE:

SCHEDULE 1 - PRODUCT DESCRIPTION, TECHNICAL SPECIFICATIONS

Service

Lighthouse Ltd will provide Participating Hotel with a subscription that includes Parity Insight, Parity Manager, Hotel Level Parity Tab and Test Bookings Service (together the “Parity Program”)

PARITY INSIGHT

Parity Insight is included in each paying subscription however only available for Central Admin Account access.

Participating Hotels shall receive Hotel Admin Account access to the Hotel level rate parity tab.

1. **Product description**

Parity Insight gives Participating Hotel tools to track Participating Hotel parity performance on OTAs and metasearch and provides a workflow for fixing parity issues.

- Shows Participating Hotel portfolio’s parity evolution
- Monitors whether Participating Hotel’s rates are in parity, cheaper or more expensive across all online distribution channels: direct, major OTAs and wholesaler OTAs
- Drills down on parity issues and opportunities with segmentation including: market, brand, source, channel and price difference
- Identifies the worst offending hotels and identifies the problems they face: price discrepancy issues, sold-out issues, or room type issues
- Live shops to resolve issues in real time
- Hotel level rate parity tab

2. **Functionalities:**

(a) Shopping configurations

	Parity Insight	Hotel-level parity
Directly Shopped Channels	Brand.com, Booking.com, Expedia/Hotels.com, 2 local OTAs, Tripadvisor, Trivago, Google,	Brand.com, Booking.com, Expedia/Hotels.com, 2 local OTAs, Tripadvisor, Trivago, Google,
Shopped via metasearch	Hundreds of other channels Shopped via Trivago, TripAdvisor, Google	Hundreds of other channels Shopped via Trivago, TripAdvisor, Google
Shopping Span and LOS	Weekly, LOS1	Weekly, LOS1
Guests	2	2
Day of Week Shopping	Daily spread throughout the week	Daily spread throughout the week
Mobile	Available	Available
Days shopped	30	30
Direct Channels / hotel	8	8
Live shops	n/a	Included
POS add-on	n/a	Local included 3 POS on an opt-in basis*

		<i>If there is no usage of this feature Lighthouse reserves the right to deactivate</i>
Rate types	Lowest vs Lowest	Lowest, Bex Flex, 3rd party,
Room Types	n/a	All
Meal Types	n/a	All

PARITY MANAGER

Parity Manager is included in each paying subscription by a Participating Hotel however only available for Central Admin Account access.

1. Product description

Parity Manager (Major OTA and wholesaler Test Booking tabs) is a Rate Parity enforcement tool to help to identify, document and enforce rate parity violations against the Hyatt Hotel Corporation brand standards. Features include:

- a. Individual hotel access to their parity issues and information
- b. Summary and report emails for follow up
- c. Screenshots as proof of parity issues
- d. Workflow to notify hotels with parity issues via email
- e. Link to Extranet to verify issues
- f. Configurable routing & escalation settings

Test Booking Service

Central Admin Account access only

- a. Dashboard to manage test booked cases
 - b. Workflow tool to create or send Test Booking issues to hotels
 - c. Reporting for stakeholders
2. Workflow Automation
- b. Report scheduling
 - c. Hotel health analytics reports

2. Functionalities

Parity Manager	
Directly Shopped Channels	Desktop: Brand.com, Booking.com, Expedia, Priceline Mobile: Google, Tripadvisor, Trivago
Shopped via metasearch	Hundreds of other channels Shopped via Trivago, TripAdvisor, Google
Shopping Span and LOS	365d, LOS1 and configurable shop pattern
Guests	2
Day of Week Shopping	Configurable up to 3 days per week
Mobile	Available
Arrival Days shopped	5

POS	Local POS plus option to add one (1) additional POS
Rate types	Lowest vs Lowest
OTA Extranet integrations	Booking.com, Expedia
Escalation Matrix	Setup and Quarterly Refresh Included
Fine structure	Setup and Quarterly Refresh Included
Custom email templates	Setup and Quarterly Refresh Included
Hotel contact email integration	Setup and Quarterly Refresh Included
Test bookings <i>*on Hyatt HQ level</i>	Up to 15 / month

Requirements of Hyatt Hotels Corporation

1. Parity products requires a brand.com whitelist or API access

SCHEDULE 2 – AUTHORIZED USE AND THIRD PARTIES

1 SCOPE OF AUTHORIZED USE

1.1 Only Hyatt and Participating Hotels are licensed to access and use the Product(s) and Service and solely for their internal business purposes. Use by Hyatt and Participating Hotels includes use by:

- a) employees;
- b) any contract staff who are working for Hyatt or Participating Hotel; and
- c) any other person working with, or on behalf of, Hyatt or Participating Hotel; provided that, in each of these cases, the person concerned is accessing and using the Product(s) and Service exclusively on Hyatt or Participating Hotel's behalf, for the above purposes.

1.2 Hyatt and Participating Hotels shall not:

- a) except as expressly permitted by this Agreement, permit any third party to access or use any Product or the Service or use the same on behalf of any third party (which includes operating any form of facility on behalf of any third party or operating a software bureau or similar service);
- b) except as expressly permitted by this Agreement, copy, translate, modify, adapt or create derivative works from any Product or the Service;
- c) create Internet "links" to the Service or "frame" or "mirror" any Lighthouse Content on any other server or wireless or Internet-based device;
- d) attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software (except strictly to the extent that Hyatt and Participating Hotel are permitted to do so under applicable law in circumstances under which Lighthouse is not lawfully entitled to restrict or prevent the same), including in order to:
 - i) build a competitive product or service;
 - ii) build a product using similar ideas, features, functions or graphics of the Service; or
 - iii) copy any ideas, features, functions or graphics of the Service;
- e) attempt to interfere with the proper working of any Product, the Service or Software and, in particular, must not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt any Product, the Service or Software or any associated website, computer system, server, router or any other internet-connected device;
- f) amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, any Product, the Service or Software; or
- g) use the Service to:
 - i) upload, store, post, email, transmit or otherwise make available any content that Hyatt or Participating Hotel knows or should know infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise impersonate any person or entity or otherwise misrepresent Hyatt and Participating Hotel relationship with any person or entity;
 - ii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Data transmitted through the Service;
 - iii) engage in any fraudulent activity or further any fraudulent purpose;
 - iv) knowingly provide material support or resources (or to conceal or disguise the nature,

location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United Kingdom or any foreign government as a foreign terrorist organisation; or

iv) attempt to gain unauthorised access to any Product or the Service or its related systems or networks; and/or

h) use automated systems, software (incl. but not limited to "crawlers" or "screen scraping") or any other method to extract data from the Product (either through a browser or through access to our API) for any purpose (incl. but not limited to commercial, personal, research purposes). This activity is strictly prohibited unless Hyatt and Participating Hotel have concluded a written agreement with Lighthouse which permits said usage for a pre-defined purpose.

and Hyatt and Participating Hotel shall not permit any Authorised User or other third party to do any of the foregoing.

Breach by Hyatt and Participating Hotel of (one of) these provisions will result in Lighthouse blocking and/or deactivations Hyatt and Participating Hotel access to the Product. No refund or fees paid in advance shall be due in respect of any unexpired portion of the then-current term.

1.3 Hyatt and Participating Hotel understand that the Product(s), the Service and/or Software may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Lighthouse and/or content providers who provide content to the Products(s) and/or the Service. Hyatt and Participating Hotel may not attempt to override or circumvent any of the usage rules embedded into the Service.

3. ADMINISTRATOR, USERS AND CUSTOMERS

3.1 Hyatt and Participating Hotel shall designate one contact and one alternate as the responsible party for communication with Lighthouse during the term of this Agreement (Hyatt and Participating Hotel's "**System Administrator**"). Hyatt and Participating Hotel System Administrator shall have the authority to bind Hyatt and Participating Hotel, except that another duly authorised representative of Hyatt and Participating Hotel may change Hyatt and Participating Hotel System Administrator by giving written notice to Lighthouse in accordance with clause 15.2.

3.2 Hyatt and Participating Hotel shall ensure that each Authorised User shall, as a condition of being granted access to any Product and/or the Service, be required by Hyatt and Participating Hotel System Administrator to acknowledge the obligations on Hyatt and Participating Hotel under this Agreement respecting authorised use (and restrictions on use) of the Product(s) and Service and agree to comply with the same. Hyatt and Participating Hotel shall immediately notify Lighthouse in the event that Hyatt and Participating Hotel become aware of any breach of the terms of this Agreement or Lighthouse's Privacy and Security Policies by any User.

3.3 Hyatt and Participating Hotel shall be responsible for all access to and use of the Product(s) and Service by Users. Hyatt and Participating Hotel shall be responsible for ensuring the security and confidentiality of all log-on identifiers, including usernames and passwords, assigned to, or created by, Hyatt and Participating Hotel or any User in order to access or use any Product and/or the Service ("**ID**") Hyatt and Participating Hotel acknowledge and agree that Hyatt and Participating Hotel will be solely responsible for all activities that occur under such ID. Hyatt and Participating Hotel shall promptly notify Lighthouse upon becoming aware of any unauthorised access to or use of any Product and/or the Service, and provide all reasonable assistance to Lighthouse to bring an end to such unauthorised access or use.

4. THIRD PARTY INTERACTIONS

4.1 During use of the Service, Hyatt and Participating Hotel and/or Users may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity (and any terms, conditions, warranties or representations associated with such activity), is solely between Hyatt and Participating Hotel and/or the relevant User (as the case may be) and the applicable third party. Lighthouse and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Hyatt and Participating Hotel and/or the relevant User (as the case may be) and any such third party. Lighthouse does not endorse any third party or any sites on the Internet that are linked through the Service. Lighthouse provides links and access to third parties only as a matter of convenience, and in no event shall Lighthouse or its licensors be responsible for any advice, content, products, or other materials on or available from such companies or sites.

4.2 Lighthouse provides integrations with third party providers allowing Lighthouse Content (including but not limited to rates data) specific to Hyatt and Participating Hotel license to the Lighthouse Product or Service, to be uploaded, transmitted, stored, used, visualized or otherwise employed in or to a third-party product or service (e.g., a data feed). A license to the Lighthouse Content is only granted with respect to supporting Hyatt and Participating Hotel use of that third-party product or service. It is strictly prohibited for Hyatt and Participating Hotel or the third party to use the Lighthouse Content for any other purpose.

Breach of this provision shall result in revoking Hyatt and Participating Hotel access to our Product and/or Service effective immediately without refunds."

SCHEDULE 3 - PRICING

1. Parity pricing

<u>Pricing</u>		
	Hyatt Service Type	
<u>Product</u>	<u>Hyatt Full-Service</u> Price/month in USD	<u>Hyatt Select-Service</u> Price/month in USD
Parity Insight (hotel level tab)	\$ 58	\$ 37
Parity Insight (hotel level tab) for existing Hyatt Rate Insight customers	\$44	\$28
Parity Insight HQ level central access	Complimentary access included	Complimentary access included
Parity Manager HQ level central access	Complimentary I access included	Complimentary access included
Test Bookings (up to 15 per month) - HQ only	Complimentary access included	Complimentary access included

- The Fee structure as set out above applies to a minimum of 980 Hyatt Hotels subscribing to the Product at the Effective Date of this Agreement ("the Target"). The 980 subscriptions shall consist of 500 Hyatt Select-Service Hotels and 480 Hyatt Full-Service Hotels. Hyatt agrees to use its best efforts to advertise and promote the Product to its Hotels.
- Lighthouse shall use its best efforts to onboard all 980 Hotels within two (2) months of the Effective Date of this Agreement. Earlier access to the Product is complimentary and free of charge until January 2022.

3. Notwithstanding Section 9 (c) of the Agreement: to the extent certain Hotels have not been onboarded by the January 1, 2022 of this Agreement, these Hotels shall not be invoiced until onboarding has been completed.
4. Notwithstanding sections 1 and 2 above:
 - **Hotels that have been onboarded prior to January 1st, 2022:**
Lighthouse shall revoke Central Admin Account access and Hotel Admin Account access for those Hotels that have not signed a Participation Agreement by January 1st, 2022. Both Central Admin and Hotel Admin access shall be reinstated once the remaining Hotels have signed a Participation Agreement.
 - **Hotels that have not been onboarded and have not signed a Participation Agreement by January 1st, 2022:**
Lighthouse shall not onboard these until the Hotel signs a Participation Agreement.
5. For the avoidance of doubt: Not achieving the Target within any time frame shall not constitute a breach of this Agreement nor does this imply a penalty due by Hyatt to Lighthouse.
6. The first invoice shall be issued in January 2022.
7. Non-payment of an invoice by a Participating Hotel within 60 days of receipt shall result in Lighthouse revoking both Central Admin Account and Hotel Admin Account access to the Product until payment has been made.
8. New Rate Insight subscriptions:
When a Hotel on an existing Parity Product subscription decides to sign up for Rate Insight (another Product of Lighthouse), the pricing for Parity Insight shall revert to the discounted pricing for Rate Insight subscriptions. This shall be calculated as follows:
The remaining months of the Parity annual subscription shall be calculated at the discounted pricing as set out in the table above. The discount shall then be applied on the invoice for the Rate Insight subscription. The subsequent next 12-month invoice for the Parity Product shall be calculated at the discounted pricing.

2. Rate Insight, Market Insight, Revenue Insight pricing

<u>Product</u>	<u>Retail price</u> Price per month in USD	<u>Hyatt preferential price</u> Price per month in USD
Rate Insight	\$139	\$99
Market Insight	\$199	\$169
Revenue Insight	\$2/room/month	\$1,25/room/month with a minimum of 130 rooms. Pricing is capped at 300 rooms

SCHEDULE 4 – DATA PRIVACY, INFORMATION SECURITY & DATA PROTECTION

Schedule 4A

Data Privacy Provisions

- A. Lighthouse, in connection with this Agreement, shall and shall cause its agents and personnel that Process such Personal Information to:
1. comply with all data protection and privacy laws and regulations in any relevant jurisdiction from time to time that are applicable to Lighthouse's Processing of Personal Information in accordance with this Agreement (together, the "**Data Protection Laws**"), including, but not limited to, European Union law, the law of any current Member State of the European Union and the law of any state that subsequently becomes a Member State of the European Union ("**EU Law**");
 2. process the Personal Information in accordance with this Agreement and the applicable Order;
 3. agree that, as between the Parties, all such Personal Information shall be deemed to be Hyatt's Proprietary Information (as defined herein) and, as between Lighthouse and Hyatt, shall be owned by Hyatt;
 4. Process that Personal Information only on the prior written instructions of Hyatt (including, but not limited to, this Agreement) and only to the extent reasonably necessary for performance of the Services for Hyatt under this Agreement, unless required to Process that Personal Information for other purposes by Data Protection Laws;
 5. provide prior notice to Hyatt where a requirement is placed on Lighthouse under Data Protection Laws to Process Personal Information other than in accordance with Hyatt's written instructions, unless the relevant law prohibits the giving of notice on important grounds of public interest;
 6. not sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose, time-share or otherwise exchange any Personal Information for monetary or other valuable consideration;
 7. inform Hyatt immediately if, in its opinion, Hyatt's instructions would be in breach of the Data Protection Laws;
 8. not disclose Personal Information to any person except:
 - (a) as required or permitted by this Agreement;
 - (b) with Hyatt's prior written consent; or
 - (c) pursuant to an order or requirement of a court of law, administrative agency, or other governmental body, provided that Lighthouse gives reasonable notice to Hyatt to contest such order or requirement;
 9. promptly notify Hyatt of:
 - (a) requests for information or complaints about the Processing of Personal Information;
 - (b) requests for access to or transfer of the Personal Information; or
 - (c) requests for Personal Information to be deleted or corrected or its processing to be restricted.
 10. fully cooperate with Hyatt regarding any of the items referred in clause 9 and provide Hyatt with information Hyatt reasonably requires to respond to requests or complaints of that or a similar nature (whether made to Hyatt, Lighthouse or a third party);

11. inform Hyatt immediately if the Personal Information may be at risk from seizure (including, without limitation, for purposes of satisfying a debt or responding to an order of a court or regulator), insolvency or bankruptcy measures or any other activities of third parties. Lighthouse shall in such cases inform all third parties that the Personal Information is the sole property of Hyatt;
12. provide reasonable assistance to Hyatt to conduct privacy impact assessments relating to Personal Information (and any related consultations) where required under the Data Protection Laws.
13. upon termination of this Agreement promptly return and then delete Personal Information. Consultant may retain a copy of Personal Information only to the extent it is obliged to do so by Data Protection Laws; and
14. not transfer Personal Information across a national border (other than to Hyatt or to a Hyatt Affiliate), except:
 - (a) with Hyatt's prior written consent ; and
 - (b) subject to any additional requirements of Hyatt (which may, for the avoidance of doubt, require Lighthouse to ensure such parties as are reasonably specified by Hyatt enter into the appropriate standard contractual clauses in the form approved by the European Commission).

B. Use of Sub-Processors:

1. Hyatt provides a general authorization to Lighthouse to engage further processors to Process Personal Information which are either Affiliates of Lighthouse or processors engaged by Lighthouse as at the date of this Agreement (“**Sub-Processor**”). Lighthouse shall provide Hyatt with a list of those Sub-Processors. Lighthouse shall give Hyatt prior notice of any intended addition to or replacement of those Sub-Processors. If Hyatt objects to that change, Lighthouse shall refrain from making that addition or replacement.
2. Lighthouse shall ensure that it has a written contract with any further Sub-Processors it engages to process Personal Information. That contract must impose obligations on the Sub-Processor equivalent to those set out in this Section, and Lighthouse shall ensure the Sub-Processor complies with those obligations.

C. Security of Personal Information: Lighthouse shall also:

1. implement appropriate technical and organizational measures to protect that Personal Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, and against all other unlawful forms of Processing;
2. ensure the reliability of personnel who have access to the Personal Information, including, without limitation, ensuring that such personnel have received appropriate training, and requiring such personnel to keep Personal Information confidential;
3. notify Hyatt promptly should it be aware that, or reasonably suspect that, any breach of Clauses A(1) to A(14), B(1) to B(3) or C(1) to C(2) above or any other breach of security or unauthorized disclosure of or access to any Personal Information has occurred (a “Breach”) and:
 - (a) provide Hyatt with the following information:
 - (i) a description of the nature of the Breach, including the volume and type of Personal Information affected and the categories and approximate number of individuals concerned;
 - (ii) the likely consequences of the Breach; and
 - (iii) a description of the measures taken or proposed to be taken to address the Breach including, where appropriate, measures to mitigate its possible adverse effects;
 - (b) perform an investigation to learn the cause of the Breach;

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- (c) promptly take any proposed steps communicated in accordance with Clause C(3)(a)(iii) above and all further steps necessary to remedy the event and prevent the Breach's reoccurrence; and
 - (d) fully cooperate with Hyatt to comply with any notification requirements that may result from such Breach. Lighthouse shall document and maintain adequate retention process and policies for all Breaches in accordance with all applicable legal and regulatory requirements.
- D. **Audit Rights:** Lighthouse shall permit Hyatt or its designated representative (the "**Auditor**") to access any of the Lighthouse's or its agents' or Sub-Processors' premises, personnel and relevant records as may be reasonably required in order to:
- 1. fulfil any legally enforceable request by any government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled by any applicable law to supervise, regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of Hyatt; and/or
 - 2. undertake verification that Lighthouse is complying with this Section.
- (a) Hyatt shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Lighthouse or delay the provision of services by Lighthouse and that, where possible, individual audits are coordinated with each other to minimize any disruption. Subject to Hyatt's obligations of confidentiality, Lighthouse shall provide Hyatt or Auditor with all reasonable co-operation, access and assistance in relation to each audit. Hyatt shall provide at least five (5) business days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause (D), unless the audit identifies a material default of Lighthouse in complying with its obligations under this Section, in which case Lighthouse shall reimburse Hyatt for all its reasonable costs incurred in the course of the audit.
- (b) If an audit identifies that that Lighthouse is failing to comply with any of its obligations under this Section, without prejudice to the other rights and remedies of Hyatt, Lighthouse shall take the necessary steps to comply with its obligations at no additional cost to Hyatt.
- (c) The parties may agree in writing that a third party report or certification (e.g., a SSAE 16-Type II report) provided by Lighthouse will satisfy the above audit requirement.

Schedule 4B

Cybersecurity Requirements

Controls

- **Account Monitoring and Control:** Multi-factor Authentication (MFA) must be enabled for access to systems that could affect Hyatt data, including corporate email and VPN.
- **Account Monitoring and Control:** Maintain an inventory of all accounts including privileged accounts. Ensure that all accounts have an expiration date that is monitored and enforced.
- **Controlled Use of Administrative Privileges:** Default passwords and accounts must be changed prior to deployment of any asset.
- **Controlled Access Based on the Need to Know:** Role-based access control lists (ACLs) should be maintained and enforced. Access to assets and information should be limited to individuals on a need-to-know basis.
- **Malware Defenses:** Anti-malware tools (e.g., anti-virus and personal firewalls) must be deployed on all assets and be centrally managed.
- **Maintenance, Monitoring and Analysis of Audit Logs:** Enable standardized logging and monitoring for important cybersecurity events and activities on critical assets.
- **Data Recovery Capabilities:** Maintain backups and processes for disaster recovery scenarios.
- **Data Protection:** Sensitive information must be encrypted both in-transit and at-rest.
- **Boundary Defense:** Employ boundary defenses (e.g., firewalls, web proxies, DMZ perimeter networks) in front of all assets.
- **Implement a Security Awareness and Training Program:** Provide security awareness training on a regular basis (e.g., at least annually) including updated cyber security policies and procedures.
- **Incident Response and Management:** Documented incident response plan that defines roles and responsibilities for each phase of incident handling. Hyatt must be notified of a potential security incident within 24 hours.
- **Continuous Vulnerability Management:** Employ patch management processes to ensure that all assets (including operating systems, servers, email clients, web browsers) are properly updated and patched within an appropriate timeframe.
- **Inventory and Control of Assets:** Maintain a formal asset inventory system for hardware and software.

For Application service providers:

- **Continuous Vulnerability Management:** Employ patch management processes to ensure that all assets (including operating systems, servers, middleware, and applications) are properly updated and patched within an appropriate timeframe.
- **Continuous Vulnerability Management:** Automated vulnerability scans must be performed on a regular basis and resolved within an appropriate timeframe.
- **Penetration Test and Red Team Exercises:** External and internal penetration tests must be conducted on a regular basis.
- **Application Software Security:** Web application firewalls (WAFs) must be deployed to protect internet-accessible web applications.

For vendors that store, process, transmit or handle cardholder data:

- Comply with and provide Hyatt with Payment Card Industry Data Security Standard (PCI DSS) Attestation of Compliance (AOC) on an annual basis.

This Schedule provides a summary of the Lighthouse security controls and policies. These controls and policies are aligned with the ISO 27001 standard for information security.

Lighthouse is ISO 27001 certified. A copy of this certificate is available upon request.

Lighthouse is a cloud-based data intelligence platform for the hospitality industry. We provide hoteliers with a suite of revenue management solutions that empower them to make smarter revenue and distribution decisions. Our products are:

- Rate Insight
- Parity Insight
- Revenue Insight
- Market Insight

These products are web applications which communicate over a secure channel (HTTPS, TLSv1.2) - and are subject to a yearly penetration test to assess the effectiveness of the security controls that are in place.

The applications do not interact with any guests and are targeted at customer usage only.

The applications provide authentication capabilities (e.g. a login portal) to access the web application functionality. The registered accounts will be linked to the subscription to the application. Currently, the applications do not support a single sign-on capability.

The web applications require an up-to-date browser. The supported browser versions* are:

- Chrome 67
- Firefox 52
- Edge 14
- Safari 9
- Opera 50

*or any later versions of the aforementioned browsers.

*or any later versions of the aforementioned browsers.

The Lighthouse products are developed using a Secure SDLC process with several controls in place (e.g. Four-eyed coding principle for any change, automated testing, etc.) Furthermore, the Lighthouse applications are subject to a yearly penetration test to find and remediate any potential security flaws within the application.

Employees working for Lighthouse are made aware of their responsibilities in terms of information security. Before employment, they are vetted based on the position and level of system access they will have within the company.

The Lighthouse Products (including any customer and app data) are Cloud based and stored within the European Union, using Google Cloud infrastructure for hosting the applications.

The Lighthouse applications are monitored 24/7 by an internal monitoring process and automated alerting process. Audit logging, access logging, performance monitoring, error logging, etc. are in place to ensure the confidentiality, integrity and availability of the data as well as the security of the underlying infrastructure. All application endpoints are monitored to detect and protect against brute-force login attempts, denial of service attacks or other intrusion attempts. Should a data breach or security incident occur, Lighthouse will contact the affected clients within 72 hours of detection of the breach.

Lighthouse does not process or store personally identifiable information (GDPR, Data Privacy) other than registered account emails. Account passwords are stored using the salted PBKDF2:SHA-256 hashing algorithm (recommended for example by the NIST 800-63B standard).

The Lighthouse products provide customer segmentation / multi-tenant segmentation using an internal authentication & authorisation scheme to avoid mixing customer data. This segmentation does not extend to the infrastructure level.

Lighthouse does not process or store credit card information (PCI) on the above mentioned platforms.

The point of contact in case of security related questions for Lighthouse is: Security@mylighthouse.com

SCHEDULE 5 – SERVICE LEVEL COMMITMENTS

All capitalized terms used but not defined herein having the meaning ascribed to them in the Agreement.

Service/Activity	Service Level	Service Level Credit
Availability of the Services	The Services will be available to users for normal use 98% of the time each month, not including scheduled downtime. Scheduled downtime shall be for regular maintenance and upgrades, and shall take place on Sunday mornings between midnight and 4AM Central European TimeT	10% of the recurring monthly charge for the month of the failure. [or 10% of 1/12 of the annual fee for each month the Services fail to meet this Service Level.]
Restore Time	In the event of unscheduled downtime the system shall be restored and fully operational within 2 hours.	10% of the recurring monthly charge for the month of the failure. [or 10% of 1/12 of the annual fee for each month the Services fail to meet this Service Level.]
Response Time	<p>The internal system response time for the following key transactions shall be no more than 3 seconds for 95% of the transactions each month.</p> <p>Key transactions:</p> <ul style="list-style-type: none"> - Loading of the Product application - Rates API (call to REST endpoint from website using javascript) - Demand API (call to REST endpoint from website using javascript) - Rate Parity API (call to REST endpoint from website using javascript) - Ranking API (call to REST endpoint from website using javascript) 	10% of the recurring monthly charge for the month of the failure. [or 10% of 1/12 of the annual fee for each month the Services fail to meet this Service Level.]

<p>Resolution of Critical Malfunction: "Critical Malfunction" means an event of unscheduled downtime lasting 24 hours, or greater, at any given time.</p>	<p>Failure to comply with the requirements with respect to Critical Malfunctions in a month.</p>	<p>10% of the recurring monthly charge for the month of the failure. [or 10% of 1/12 of the annual fee for each month the Services fail to meet this Service Level.]</p>
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Credits. All service level credits are cumulative and shall be applied as a credit on Fees upon renewal. Any unpaid credits shall be refunded to Hotel upon termination of the Agreement.

Support. Lighthouse shall provide ongoing support services via its Customer Success team, which can be reached through in-app messaging. The Customer Success team is available twenty four (24) hours a day, six (6) days a week, fifty two (52) weeks a year. Lighthouse will maintain a sufficient number of properly trained and experienced support staff to ensure responses to Participating Hotel requests for support in accordance with the service level commitments set forth herein and to otherwise satisfy Lighthouse's obligations under the Agreement and Support Services Statement of Work and this Schedule 5.

Tracking and Reporting. Commencing on the Effective Date of the Agreement, Lighthouse shall begin measuring and tracking the above response times and support requests using appropriate monitoring and measuring tools and if requested provide via email to Participating Hotel by the 15th of the month a written report in the form approved by Hotel summarizing the results of all such measurements and tracking for the immediately preceding month.

Status Updates. During the incident isolation, troubleshooting and resolution process, Lighthouse will provide status updates via email throughout the resolution process, which updates will include the following information:

- Services affected
- Start time of incident
- Current status of repair
- Description of the aspect(s) of the services that is/are unavailable to the Customer, with a detailed description of impact on users
- Estimated time of repair

Root Cause Analysis. Following resolution of each incident, Lighthouse shall prepare and provide Hotel with a post-mortem report detailing the root cause of the incident and identifying corrective actions Lighthouse will take to prevent its reoccurrence. Post-mortem reports will be created and provided to Hotel within forty eight (48) hours of the close of any incidents classified as Resolution of Critical Malfunction.

Chronic Failures. If as a result of Lighthouse's failure to meet any one or more of the above service level commitments in three (3) consecutive months or any two (2) months in a consecutive six (6) month period, Hotel may, in addition to exercising any other rights under the Agreement, terminate the Agreement by providing at least thirty (30) days' prior written notice to Lighthouse. Upon any such termination, Lighthouse shall, in addition to fulfilling its other post-termination obligations under the Agreement, refund to Customer any prepaid and unused Fees for that portion of the Fees remaining after termination.

