

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** by and between TravelNet and Client is made and entered into effective as of the Effective Date.

**WHEREAS**, TravelNet provides certain web development, marketing, advertising, technology management and related professional services; and

**WHEREAS**, Client desires to acquire certain Services on behalf of itself and its Affiliates, if any, as more fully described in the Order Form, and TravelNet desires to provide the Services to Client and its Affiliates, if any, in accordance with the terms and conditions of this Agreement and the Order Form.

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 1.1 **"Affiliate"** means an entity that is (i) in control of, controlled by or under common control with Client, and (ii) expressly named as an Affiliate in the Order Form. For the purposes of this Section 1.1, "control" and "controlled" mean the direct or indirect ownership of more than fifty percent (50.0%) of the outstanding voting interests. Unless otherwise set forth in the Order Form, if an entity that is expressly named as an Affiliate ceases to be in control of, controlled by or under common control with Client, then such entity shall no longer be deemed an Affiliate for the purposes of this Agreement.
- 1.2 **"Agreement"** means this Master Services Agreement and all documents incorporated into this Agreement by reference.
- 1.3 **"Client"** means the individual or entity specified as the "Client" in the Order Form that is agreeing to this Agreement, collectively with its Affiliates, if any.
- 1.4 **"Client Content"** means Client's Confidential Information and Client's data, content and information provided and/or made available to TravelNet, whether directly or indirectly, including, without limitation, content that is obtained by TravelNet from Client's databases or websites. Client Content shall not include TravelNet's Confidential Information, the Services, Deliverables, Third Party Products or TravelNet's or TravelNet's Agents' data or information.
- 1.5 **"Competitor"** means an individual or entity that, directly or indirectly, as an employee, independent contractor, officer, manager, director, governor, owner, principal, partner, shareholder, member, agent, consultant, joint venturer or otherwise, calls upon, attempts to call upon, diverts, takes away, solicits, attempts to solicit, provides or contracts with individuals or entities with respect to services that are substantially similar to the Services.
- 1.6 **"Competitive Use"** means benchmarking, monitoring or testing availability or performance, or any other competitive use or activity, including, but not limited to, providing services that are substantially similar to the Services.
- 1.7 **"Confidential Information"** means any and all nonpublic, proprietary or confidential information or data which is disclosed or otherwise made available by the Disclosing Party to the Receiving Party in any tangible or oral form, including, but not limited to, development and/or financial plans, ideas, concepts, drawings, designs, discoveries, improvements, specifications, formulas, trade secrets, prototypes, processes, notes, memoranda and reports concerning past,

present or future research, technology, know-how, computer programs, products, sales and marketing plans, financial statements and business plans, product plans and/or costs, Deliverables and any other information, oral or written, that is designated as confidential or proprietary or should reasonably be considered confidential or proprietary. Confidential Information shall also include the terms of the Order Form.

- 1.8 “**Deliverables**” mean any work product or deliverables created or developed specifically for Client as part of the Services and defined as a Deliverable in the Order Form, which may include, but are not limited to, Website Deliverables.
- 1.9 “**Disabling Code**” means computer code designed to interfere with the normal operation of the Services or Deliverables, or TravelNet’s, TravelNet’s Agents’ or a third party’s hardware or software, or any program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Services or Deliverables, or TravelNet’s, TravelNet’s Agents’ or a third party’s hardware or software.
- 1.10 “**Disclosing Party**” means the party that discloses or otherwise makes available Confidential Information to the Receiving Party.
- 1.11 “**Effective Date**” means the “Effective Date” of the Order Form which is the date of Client’s acceptance of the Order Form and this Agreement.
- 1.12 “**Order Form**” means the Order Form signed by an authorized representative of each party that references this Agreement.
- 1.13 “**Receiving Party**” means the party to which the Disclosing Party discloses or otherwise makes available Confidential Information.
- 1.14 “**Services**” means the services and the Deliverables TravelNet shall make available to Client as more fully described in this Agreement and the Order Form. The Services shall not include Third Party Products.
- 1.15 “**Third Party Products**” means services and products that are owned, performed and/or supplied by a party other than TravelNet. Third Party Products may be so designated in the Order Form.
- 1.16 “**TravelNet**” means Travelnet Solutions Inc., a Minnesota corporation, its successors and assigns.
- 1.17 “**TravelNet’s Agents**” means TravelNet’s employees and contractors.
- 1.18 “**User**” means an individual employee or contractor of Client that is authorized by Client to access or use the Services and Deliverables and has been issued a username and password by Client, TravelNet or TravelNet’s Agents.
- 1.19 “**Website Deliverable**” means a website that is created or developed specifically for Client as part of the Services and defined as a Deliverable in the Order Form.

2. Access to Services.

2.1 Services. The Services and Deliverables shall be provided in accordance with the terms and conditions of this Agreement and the Order Form. Client or its Users may have to agree to certain click-wrap agreements in order to access the Services and Deliverables (or portions thereof) which are incorporated herein by reference and deemed a part hereof. All of Client’s

rights to the Services and Deliverables are subject to Client's compliance with the terms of this Agreement. Client acknowledges and agrees that Client is solely responsible for verifying the suitability of the Services and Deliverables for Client's needs.

## 2.2 Support and Hosting.

2.2.1 Support Obligations. During the Services Period (as defined below) TravelNet shall directly or indirectly provide support and maintenance for the Services and Deliverables if and as set forth in the Order Form. Client may be charged additional fees for support and maintenance relating to the Services or Deliverables that are not hosted by or through TravelNet and for websites and other deliverables that are not created or developed by TravelNet, as reasonably determined by TravelNet. Client agrees that only its designated support personnel set forth on the Order Form shall contact TravelNet for support or maintenance. Client is solely responsible for (i) purchasing support and maintenance services for any Third Party Products, and (ii) licensing and/or purchasing Third Party Products necessary to access and use the Services and Deliverables and any new releases, updates, upgrades and modifications of or to the Services or Deliverables. TravelNet does not support Third Party Products. TravelNet shall have no obligation to provide support or maintenance relating to matters outside of the operation and functionality of the Services or Deliverables, including, without limitation, issues arising from Client's hardware, software, network or operating systems.

2.2.2 Hosting Obligations. TravelNet shall make Website Deliverables available in accordance with TravelNet's then current service level policy available at [www.TNSInc.com/SLP](http://www.TNSInc.com/SLP) and/or made available to Client in another form. Such policy may be updated by TravelNet from time to time.

## 2.3 Fees.

2.3.1 Fees and Expenses. Client shall pay all fees set forth in this Agreement and the Order Form and shall reimburse TravelNet for reasonable expenses incurred in the provision and performance of the Services and Deliverables (such fees and expenses, collectively "Fees"). Unless otherwise specified in the Order Form, TravelNet shall invoice Fees to Client monthly by email and all invoiced Fees are due thirty (30) days from the date of the invoice. All Fees paid are nonrefundable except as expressly set forth in this Agreement or the Order Form. The terms and conditions of this Agreement, the Order Form and the applicable TravelNet invoice shall control all payment terms, notwithstanding any conflicting terms stated on Client's purchase order or any other document supplied by or on behalf of Client. Except as expressly stated to the contrary in the Order Form, TravelNet may increase any recurring Fees on thirty (30) days notice to Client, which notice may be given as part of an invoice or sent electronically.

2.3.2 Disputed and Overdue Fees. If Client disputes any portion of any invoice, Client shall notify TravelNet in writing within thirty (30) days from the date of the invoice with sufficient detail to allow the parties to resolve the dispute in good faith; otherwise, such invoice shall be deemed approved for all purposes. Overdue Fees shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, until paid. In the event that any Fees become more than thirty (30) days overdue, TravelNet may suspend performance of the Services and/or Client's access to the Services and/or Deliverables upon written notice to Client. TravelNet shall have no liability due to such suspension. To the extent not prohibited by

law, Client shall be responsible for all charges, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by TravelNet in enforcing or attempting to enforce Client's payment obligations hereunder, regardless of whether suit is commenced.

2.3.3 Taxes. All Fees are exclusive of sales and other taxes and Client is solely responsible for payment of (or reimbursement for) any applicable federal, state, local and city taxes, except for any taxes based on TravelNet's net income.

2.3.4 Changes in Law. If, after the Effective Date, an order or injunction issues, or there is any change (or reasonable likelihood of change) in any law, rule, regulation, standard or agreement between TravelNet and its suppliers or vendors, that has or would have the effect of directly or indirectly increasing the cost to TravelNet or its suppliers of providing the Services, Deliverables or Third Party Products or imposing additional costs on TravelNet or its suppliers or vendors, then TravelNet may increase the applicable Fees in an amount reasonably proportionate to such increase or additional costs on written notice to Client.

2.4 Free Trials. This Section 2.4 shall apply to any Services or Deliverables provided or made available to Client as part of a free trial (each a "Trial"). SECTIONS 3.3 (EXCEPT FOR THE FIRST SENTENCE), 6.1 AND 8.1 OF THIS AGREEMENT DO NOT APPLY WITH RESPECT TO ANY TRIALS. TRAVELNET DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO TRIALS AND ANY SERVICES, DELIVERABLES OR INFORMATION PROVIDED THROUGH ANY TRIALS. **IN NO EVENT SHALL TRAVELNET OR ITS AFFILIATES, EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RESULTING FROM ANY TRIALS AND ANY SERVICES, DELIVERABLES OR INFORMATION PROVIDED THROUGH ANY TRIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Client acknowledges and agrees that at the end of a Trial, Client Content stored in the Services or any Deliverable may be deleted. TravelNet shall have no liability due to such deletion.

### 3. Ownership and Restrictions.

3.1 Ownership. Client acknowledges and agrees that as between Client and TravelNet, TravelNet is and shall remain the exclusive owner of the Services, Deliverables, TravelNet's Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein, subject to Section 3.3 below. Except as expressly recited herein, no rights or obligations are to be implied from this Agreement and no license is hereby

granted, directly or indirectly, under any patent, trade secret, copyright or other intellectual property right now held by, which may be obtained by or which are or may be licensable by TravelNet. TravelNet expressly reserves all rights not expressly set forth in this Agreement. TravelNet acknowledges and agrees that as between TravelNet and Client, Client is and shall remain the exclusive owner of Client Content and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Client is solely responsible for the accuracy, integrity and reliability of Client Content.

3.2 Proprietary Materials. Client acknowledges that the Services and Deliverables are proprietary to TravelNet and are protected by intellectual property and other laws. Client further acknowledges that Third Party Products are proprietary to their respective suppliers and are protected by intellectual property and other laws. Client agrees not to change or delete any copyright or proprietary notices contained on or provided through the Services, Deliverables or Third Party Products.

3.3 Deliverables. Provided that Client is current with its payment obligations, TravelNet hereby grants Client a limited, non-transferable (except in accordance with Section 18 below), non-sublicensable, non-exclusive license to access and use the Deliverables during the Services Period (as defined below) solely for Client's internal business purposes and in accordance with the terms of this Agreement. TravelNet agrees to assign all of its right, title and interest in and to a Website Deliverable to Client at the end of the applicable Services Period upon Client's written request; provided that (i) the Order Form is at the end of or past its initial Services Period, (ii) Client has fully paid TravelNet all amounts due and owing to TravelNet within thirty (30) days of the end of the Services Period, and (iii) the assignment shall take place pursuant to an assignment document provided by TravelNet.

3.4 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Client shall not, and shall not allow or assist any Users or third parties to, (i) sublicense, rent, lease, use, permit use of, modify, create derivatives of or make available any part of the Services, Deliverables or Third Party Products, (ii) decompile, reverse engineer or otherwise attempt to discover any underlying code which is part of the Services, Third Party Products or Deliverables, (iii) use the Services or Deliverables other than in accordance with this Agreement and the Order Form, (iv) export any part of the Services, Deliverables or Third Party Products outside of the United States without TravelNet's prior written consent and in accordance with applicable law, (v) have any right to receive a copy of the Deliverables' or a Third Party Product's source code, (vi) use the Services, Deliverables or Third Party Products to post, upload or transmit any Disabling Code or any data, content or materials of any type that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or similar rights of TravelNet or a third party or that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of TravelNet or a third party, and/or (vii) use the Services, Deliverables or Third Party Products in an unauthorized manner or in a manner that would interfere with or disrupt the accuracy, integrity and reliability of the Services, Deliverables or TravelNet's and/or TravelNet's Agents' hardware or software.

3.5 Accessibility. Client shall be solely responsible for providing, maintaining and ensuring compatibility with the access requirements for the Services and Deliverables, and all hardware, software, electrical or other physical requirements for use of the Services and Deliverables, including, without limitation, telecommunications and internet service provider access, connections, links, web browsers or other equipment, programs and services required to use the Services and Deliverables. The Services and Deliverables may not be available in all

areas. Client will provide timely access to its personnel, systems, third party systems, information and location(s) for which the Services and Deliverables are provided (each a “**Facility**”), which, in TravelNet’s reasonable judgment, are required for TravelNet to perform its obligations under this Agreement.

3.6 User Accounts. Each User may not have more than one (1) User account and may not share his or her password with any third party. The security, confidentiality and integrity of each User account and password is Client’s sole responsibility and Client agrees to bear all liability for the same as well as all use and/or charges incurred from use of the Services or Deliverables with all User accounts and/or passwords, including, but not limited to, unauthorized charges. Client shall take all reasonable steps to ensure that no unauthorized person shall have access to User accounts or passwords and shall immediately notify TravelNet of any unauthorized access or use of which Client becomes aware. Notwithstanding anything to the contrary, Client hereby authorizes TravelNet to use, sublicense and disclose User account information (i) if required by applicable law or where necessary to enforce this Agreement and/or to protect any of TravelNet’s or other parties’ legal rights, and (ii) in an aggregated form which does not include User-identifying information.

4. Third Party Terms. Access to the Services and Deliverables may include hardware, software elements and other proprietary materials from TravelNet’s third party suppliers (i.e. Third Party Products) that are subject to license rights and restrictions (collectively the “**Third Party Licenses**”). In such event, Client’s rights to and TravelNet’s provision of the Services and Deliverables are expressly subordinate and subject to the Third Party Licenses. Third Party Licenses are available at [www.TNSInc.com/Legal](http://www.TNSInc.com/Legal), and where commercially reasonable, TravelNet will provide copies of the Third Party Licenses upon written request. By agreeing to this Agreement, Client acknowledges access to and an opportunity to review the Third Party Licenses. If TravelNet’s rights provided by a third party supplier are limited, suspended or terminated for any reason, the rights of Client shall also be so limited, suspended or terminated under the Order Form and this Agreement. TravelNet shall provide Client notice of any such limitation, suspension or termination electronically or otherwise. To the extent of any conflict between the terms of this Agreement and the terms of a Third Party License, the terms of the Third Party License shall control with respect to the applicable Third Party Product. Client represents and warrants that Client will comply with the Third Party Licenses.

5. Term and Termination.

5.1 Term. This Agreement will commence upon the Effective Date and shall remain in effect until terminated in accordance with the terms of this Agreement. In the event this Agreement is duly terminated by either party, the Order Form shall also terminate as of the effective date of termination of this Agreement.

5.2 Services Period. The term of the Order Form (the “**Services Period**”) shall commence as of the Effective Date, shall continue for the initial Services Period specified in the Order Form and shall be subject to renewal if and as specified in the Order Form.

5.3 Termination of Agreement or Order Form.

5.3.1 Automatic Termination. This Agreement shall be terminated immediately without further action if the Order Form is terminated or expires.

5.3.2 Termination for Cause. Either party may terminate this Agreement and the Order Form for cause if the other party breaches a material term or condition therein and fails to cure such breach within ten (10) days of receipt of written notice of the

breach for payment obligations or thirty (30) days of receipt of written notice of the breach for all other obligations. Further, either party may terminate this Agreement and the Order Form for cause immediately upon written notice of termination, if (i) the other party makes an assignment of all or part of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors (collectively “**Petitions**”), if such Petitions are not dismissed within sixty (60) days of filing, or (ii) the other party fails to inform the terminating party of a Petition in writing within five (5) business days of the filing of the Petition.

5.4 Effect of Termination. Client shall pay for all Fees incurred and/or accrued up to and including the effective date of termination or expiration of this Agreement and the Order Form. Upon termination of this Agreement, (i) Client’s rights under this Agreement and the Order Form shall immediately terminate, (ii) if terminated by TravelNet for any reason or by Client without cause, the Fees for the remainder of the then current Services Period shall immediately become due and owing in full, and (iii) each party shall return to the other party all of the other party’s Confidential Information (as defined below) received by such party pursuant to this Agreement (and all copies and reproductions thereof), or, if the other party so requests, immediately destroy any such Confidential Information (and all copies and reproductions thereof), and certify such return and/or destruction to the other party, except for any information in which the returning party has a continuing license.

## 6. Representations and Warranties.

6.1 TravelNet’s Representations and Warranties. TravelNet represents and warrants that (i) this Agreement constitutes the legal, valid and binding obligation of TravelNet enforceable against TravelNet in accordance with its terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, (ii) TravelNet has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by TravelNet, and (iii) TravelNet is qualified to perform the Services and will perform the Services in a professional manner.

6.2 Client’s Representations and Warranties. Client represents and warrants that (i) this Agreement constitutes the legal, valid and binding obligation of Client enforceable against Client in accordance with its terms, subject to the principles of equity, bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, (ii) Client has all requisite authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by Client, (iii) Client owns or has the rights and/or authorization necessary for TravelNet to use Client Content under this Agreement, and (iv) Client is not a Competitor and shall not attempt to engage in or engage in, or assist a third party to attempt to engage in or engage in, any Competitive Use of the Services or Deliverables.

## 7. Confidential Information.

7.1 Confidentiality Obligation. The Receiving Party shall (i) keep all Confidential Information confidential, (ii) use the same degree of care it uses to protect its own proprietary information (but in no event less than a reasonable degree of care) to prevent the unauthorized use

or disclosure of Confidential Information, (iii) not use or disclose Confidential Information except as permitted under this Agreement or as otherwise necessary to fulfill its obligations under this Agreement, (iv) limit disclosure and access to Confidential Information to those of its employees, contractors and consultants with a need to know who are informed by the Receiving Party of the confidential nature of such information and who agree in writing to be bound by confidentiality obligations as least as restrictive as those set forth in this Agreement, and (v) immediately notify the Disclosing Party of any use or disclosure of Confidential Information not permitted by this Agreement of which it becomes aware.

7.2 Exceptions. The Receiving Party shall have no obligation to preserve the confidentiality of any information which (i) was previously known to the Receiving Party free of any confidentiality obligation and not through an unauthorized disclosure, (ii) is or becomes publicly available by any means other than an unauthorized disclosure, or (iii) is independently developed by the Receiving Party without reliance on any of the Disclosing Party's Confidential Information. The Receiving Party shall bear the burden of proof for relying on any of the foregoing exceptions. Notwithstanding anything to the contrary, in the event that the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information pursuant to a subpoena, order, process or other requirement of a judicial or other governmental agency, the Receiving Party may disclose such Confidential Information provided that the Receiving Party (a) notifies the Disclosing Party as soon as practicable prior to making such legally compelled disclosure, (b) provides any reasonably requested assistance to the Disclosing Party in obtaining a protective order, and (c) only discloses that portion of the Disclosing Party's Confidential Information that, in the opinion of the Receiving Party's legal counsel, it is legally compelled or otherwise required to disclose.

7.3 Disclosure of Terms. Notwithstanding anything to the contrary, it shall not be a breach of this Agreement for a party to disclose the existence or the terms of this Agreement or the Order Form in order to enforce the terms hereof or thereof.

## 8. Indemnification and Assumption of Risk.

8.1 Indemnification by TravelNet. TravelNet shall indemnify, defend and hold Client, its employees, owners, officers, managers, governors, directors, successors and assigns harmless from and against any liability, loss, claim, action, demand and/or expense (including, but not limited to, reasonable attorneys' fees) (collectively "**Claims**") to the extent arising out of a third party's claim that the Services or Deliverables owned by TravelNet infringe its valid United States patent, copyright, trade secret, trademark or other intellectual property rights; provided that Client (i) promptly notifies TravelNet in writing of any such Claim(s) of which it becomes aware, (ii) permits TravelNet sole control to defend, compromise or settle such Claim(s), and (iii) provides reasonable information, assistance and authority at TravelNet's expense to enable TravelNet to defend such Claim(s). Subject to the foregoing, Client may otherwise participate in the defense or settlement of any such Claim(s) at its own expense. If the Services or Deliverables are held or are reasonably believed by TravelNet to infringe a third party's patent, copyright, trade secret, trademark or other intellectual property rights, TravelNet may, in its sole discretion, (a) modify the Services or Deliverables so that they are non-infringing, (b) replace the infringing portion of the Services or Deliverables with a non-infringing substitute of similar functionality, (c) obtain a license for Client to continue to use the Services or Deliverables, and/or (d) terminate the Order Form upon thirty (30) days notice and provide Client a prorated refund of any prepaid recurring Fees based on the remaining Services Period for which such Fees apply. This Section 8.1 shall not apply to the extent the applicable Claim arises out of

a Third Party Product, Client's breach of this Agreement, a modification of the Services or Deliverables by anyone not expressly authorized by TravelNet, acts or omissions other than by TravelNet or TravelNet Agents, use of a non-current release of the Services or Deliverables, use of the Services or Deliverables with any other hardware or software not provided by or through TravelNet or with respect to products owned by Client. THIS SECTION 8.1 STATES CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TRAVELNET'S SOLE LIABILITY FOR ANY THIRD PARTY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY'S PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS.

8.2 Indemnification by Client. To the fullest extent permitted by law, Client shall indemnify, defend and hold TravelNet, its employees, shareholders, officers, directors, suppliers, agents, contractors, suppliers, affiliates, representatives, successors and assigns harmless from and against any claims arising out of or related to (i) Client's breach of the terms of this Agreement, (ii) any disputes between or among Client and Client's customers, employees, contractors, consultants, suppliers and/or agents, and/or (iii) claims that any Client Content or Client's or its supplier's other hardware, software or products (or the provision of the Services or Deliverables in connection therewith) violate or in any way infringe on any patent, copyright, trademark, trade secret or any proprietary or other right of a third party, including, but not limited to, any third party agreement. TravelNet shall (a) promptly notify Client in writing of any such Claim(s) of which it becomes aware, (b) permit Client sole control to defend, compromise or settle such Claim(s), provided Client may not settle any such Claim(s) without the consent of TravelNet where the settlement involves a remedy other than the payment of money, and (c) provide reasonable information, assistance and authority at Client's expense to enable Client to defend such Claim(s). TravelNet may otherwise participate in the defense or settlement of any Claim(s) at its own expense.

9. Prohibited Solicitations. During the Services Period and for twelve (12) months thereafter, Client shall not directly or indirectly, without in each instance the prior written consent of TravelNet, solicit, recruit, hire, engage or attempt to solicit, recruit, hire or engage any of TravelNet's or its affiliates' employees or contractors that were employed or contracted by TravelNet or its affiliates at any point during the Services Period. General, non-targeted solicitations for employees in the ordinary course of Client's business, without more, shall not constitute a breach of this Section 9. TravelNet shall be entitled to an award of its attorneys' fees and costs of enforcement or legal action incurred in protecting its interests under and enforcing or attempting to enforce this Section 9 regardless of whether suit is commenced, including, but not limited to, attorneys' fees incurred in litigation, voluntary arbitration and in all appellate courts.

10. Disclaimer and Limitation of Liability.

10.1 Disclaimer. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) TRAVELNET DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICES OR DELIVERABLES, OR WITH RESPECT TO ANY INFORMATION RELATED TO OR PROVIDED THROUGH THE SERVICES OR DELIVERABLES, AND (II) THE SERVICES, DELIVERABLES AND ANY INFORMATION RELATED TO OR PROVIDED THROUGH THE SERVICES OR DELIVERABLES ARE PROVIDED ON AN "AS IS"**

**BASIS. ALL THIRD PARTY PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS AND TRAVELNET DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THIRD PARTY PRODUCTS.**

10.2 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRAVELNET OR ITS AFFILIATES, EMPLOYEES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE SERVICES OR DELIVERABLES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, OR (II) ANY DAMAGES EXCEPT FOR ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT, NOT TO EXCEED THE FEES PAID BY CLIENT TO TRAVELNET UNDER THE ORDER FORM IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any claims arising in connection with this Agreement, the Services or Deliverables except for claims arising out of Client’s nonpayment, must be brought within one (1) year of the date of the event giving rise to such action occurred.

10.3 Acknowledgement. CLIENT ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

11. Information and Audits. Upon TravelNet’s prior written request, Client shall promptly provide TravelNet and/or its agents with remote and/or physical access during normal business hours to Facilities and any other location reasonably related to Client’s access or use of the Services, along with all records, documents, policies and procedures relating to the Services and Deliverables, for purposes of enabling TravelNet and/or its agents to determine compliance with the terms of this Agreement. If Client is determined to not be in compliance with this Agreement, then Client shall promptly pay to TravelNet the reasonable costs of conducting the foregoing determination and any subsequent determinations for the purpose of verifying the resolution of such issues.

12. Relationship. The parties are independent contractors, and nothing in this Agreement shall be construed to make the parties partners, joint venturers, representatives or agents of each other, nor shall either party so represent to any third person. No employer-employee relationship is intended to be created by this Agreement. TravelNet’s Agents may perform and provide the Services and Deliverables (or any portion thereof) in TravelNet’s sole discretion. TravelNet acknowledges and agrees that it is responsible for any Services and Deliverables performed by TravelNet’s Agents. TravelNet is solely

responsible for the payment of any compensation to TravelNet's Agents, including taxes, contributions and benefits. Client will not have any obligation to directly pay any amount to TravelNet's Agents, including, but not limited to, "overtime" or premium payments. Client acknowledges and agrees that it is responsible for all acts and omissions of Users, its Affiliates and their employees, contractors and agents. All acts and omissions of Users and Client's and its Affiliate's employees, contractors and agents shall be deemed Client's acts and omissions.

13. Client License Grants. Client hereby grants to TravelNet and its contractors a non-exclusive license to use, host, sublicense, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, (i) Client Content as necessary to provide the Services or Deliverables, as specified under Third Party Licenses and/or for the interoperation of any Third Party Products, and (ii) Client's logos and/or marks on or in association with the Services and Deliverables (e.g. for branding purposes), as may be further specified in the Order Form. TravelNet acknowledges that Client is the owner of such logos and/or marks and agrees to include any reasonable mark notice specified by Client in writing to TravelNet. TravelNet further agrees that its use of any such logos and/or marks shall inure to the benefit of Client. Notwithstanding the foregoing, if Client submits any business information, ideas, concepts or inventions related to the Services or Deliverables to TravelNet, Client hereby grants, and/or warrants that the owner of such content or intellectual property has expressly granted to TravelNet, a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, transferable, sublicensable (through multiple tiers) license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, such content or intellectual property in any media or medium, or any form, format or forum now known or hereafter developed.

14. Credit Card Payments. If Client elects to pay any Fees by credit card payment or ACH, and such method of payment is approved by TravelNet, in its sole discretion, Client is responsible for providing a valid credit card or ACH account number, as applicable, at the time Client registers to pay by credit card or ACH. Client represents and warrants that Client is an authorized user of the credit card or ACH account number provided, and Client agrees to pay all charges resulting from Client's use of a credit card or ACH account, including, but not limited to, any unauthorized charges incurred prior to Client's notifying TravelNet of such charges. Client agrees that TravelNet may pass Client's credit card or ACH account information to its designated service provider(s) for their use in processing such payments.

15. Compliance with Applicable Laws. Client agrees that Client will not use the Services or Deliverables in violation of applicable laws, rules or regulations. If Client accesses the Services or Deliverables from outside the United States, Client does so at Client's own risk and responsibility for compliance with laws of Client's jurisdiction.

16. Governing Law and Disputes. This Agreement shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Subject to this Section 16, any action arising out of or relating to this Agreement shall be brought only in the state or federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens. The parties agree to meet and confer in good faith on any matter of common interest and any controversy, claim, or dispute (collectively "**Dispute**") which materially affects the performance of any party under this Agreement. As soon as a Dispute is recognized by a party, it will communicate the substance of such Dispute to the other party's primary contact as indicated on the Order Form (each a "**Primary Contact**"). Once a Dispute has been raised, the Primary Contacts will make all reasonable efforts to reach a resolution within fifteen (15) days. The

Dispute resolution process amongst the Primary Contacts outlined in this Section 16 shall not apply to claims seeking injunctive or other equitable relief.

17. Headings. Section and subsection headings are not to be considered part of this Agreement. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof.

18. Successors and Assigns. Client may not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of TravelNet, and any attempted assignment without TravelNet's prior written consent shall be null and void. For the avoidance of doubt, TravelNet may assign this Agreement, or any of its rights or obligations hereunder, in the event of a merger, a transfer of all or substantially all of TravelNet's assets or TravelNet's restructuring. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19. Severability. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.

20. Parties in Interest. Nothing in this Agreement is intended to confer upon any person other than the parties hereto and any third party beneficiaries identified herein, and their respective heirs, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

21. Counterparts. The Order Form may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature on the Order Form is delivered by facsimile transmission, e-mail delivery or other electronic means (e.g. a PDF), such signature shall create a valid and binding obligation of the signing party with the same force and effect as if such signature were an original thereof.

22. Counsel. Each of the parties hereto have been represented by independent legal counsel or afforded the opportunity of representation by independent legal counsel.

23. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, except for payment obligations. Such acts shall include, but are not limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations superimposed after the Effective Date, fire, communication line failures, power failures, earthquakes and other disasters. In such an event, the delayed party shall give written notice to the other party and shall do everything reasonably possible to resume performance.

24. Survival. Any sections (or portions thereof) that either expressly by their terms, or in order to give full effect to their provisions must, survive the expiration or termination of this Agreement or the Order Form, shall so survive.

25. Waiver. Either party's failure to insist upon strict enforcement of any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. To be effective, any such waiver must be in writing and signed by the waiving party, and shall be effective only in the specific instance and for the specific purpose for which given.

26. Publicity. Unless otherwise requested by Client in writing, Client hereby grants TravelNet the right to publicize Client's selection to do business with TravelNet and use Client's name, logos and/or marks in connection with such publication.

