MASTER SERVICES AGREEMENT

Lexicon Travel Technologies

TERMS AND CONDITIONS

Except as otherwise provided in the attached Order Form and/or any attached Schedule(s), the following Terms and Conditions of the Lexicon Master Services Agreement ("Agreement") are expressly acknowledged and agreed to by the Parties Lexicon and Client as stated on the Order Form. In this Agreement, Client and Lexicon are sometimes referred to individually as a "Party," and collectively as the "Parties." Capitalized terms will have the meanings set forth for each term herein and in the attached Order Form and/or any attached Schedule(s), which are all incorporated herein by reference. The Agreement is effective based on the Effective Date and Client's signature on the Order Form.

1. INTRODUCTION

Lexicon has developed proprietary technology, software products and services, as further defined below (the "Lexicon Services"), to assist owners or managers of vacation rental, hotel, timeshare and resort lodging properties ("Clients" or "Clients") effectively promote and facilitate lodging bookings at their properties ("Client Property"), and/or effectively participate in the distribution with online travel agents ("OTA"), global distribution systems ("GDS"), tour operators, aggregators and other distributors who may also market Clients' properties. Client and Lexicon therefore desire to work together to more effectively convert potential travelers into lodging guests ("Guests") at Client's properties. The specific Lexicon Services selected by Client are set forth in the attached Order Form.

2. DEFINITIONS

a. Billing Period means each calendar month for which booking fees are payable.
b. Booking means a reservation for a Guest to stay at a Client Property.
c. Booking Engine means a website or websites offered by Lexicon that can be embedded, framed or linked to Client's website and that will enable the Guest to make an online Booking at a Client Property.
d. Booking Notification means a notification to Client with details of a specific Booking, including but not limited to Guest information, unit type, rate information and dates of stay. Such notifications may be delivered via email, electronically through a Direct Connect, via facsimile, or electronically via one of Lexicon's websites or web services.
e. Confidential Information means any information, including, but not limited to, trade secrets, business processes, inventions, techniques, data of any kind, customer lists, financial statements, sales data, proprietary business information of any sort, research or development projects or results, tests, and / or any non- public information which concerns the business, operations, ideas or plans of a Party to this Agreement conveyed to the other Party by any format or means including, but not limited to, written, typed, magnetic, or orally transmitted. For the avoidance of doubt, the Lexicon Property is deemed Confidential Information of Lexicon. The term "Confidential Information" does not include the following types of information: (i) information available to the public through no wrongful act of the receiving Party; (ii) information which has been published and not in violation of any confidentiality obligation; or (iii) information which has been independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party.
f. Connectivity Fees means the fees charged by Lexicon to Client to integrate, connect, and maintain system connectivity to a Client's property management software platform ("Direct Connect"), where Lexicon's systems receive data from these systems related to inventory, and return data related to bookings.
g. Direct Connect means an electronic connection between the Lexicon Systems and the property management system or software that Client uses. Such connection is used for the purpose of transmitting information such as rate, availability, and / or Guest Booking information.
h. Distribution Partners means a third-party travel seller. These travel sellers are contracted with Lexicon but are independent businesses. Distribution Partners include but are not limited to online travel agencies (e.g. Expedia or Orbitz) as well as tour operators, retail travel agencies, corporate travel agencies, wholesalers, daily deal websites and others.
i. Fail to Honor means the Client's refusal to accept any Booking, from the Lexicon Platform where availability existed and was open in the Lexicon Platform. Client must relocate other guests to make room for Lexicon Guests, or if relocating other guests is not possible, Client must relocate Lexicon Guests, at Client's cost, to

equal or better local accommodations and/or to the specifications set forth by OTA/GDS contracts agreed upon by the Client.

j. Gross Payment or Gross Booking means the total amount paid by Guest to the merchant of record, which may be the Client, a travel agent, an OTA, or other seller of travel, and includes all fees, including but not limited to, the room rental, applicable fees, commission, and taxes.
k. Guaranteed Booking will mean a Booking that is guaranteed by the guest with a credit card number but is not pre-paid. This may also be referred to as "Pay when you Stay."
l. Inventory Parity means that the inventory offered by the Client via the Lexicon System is identical to the inventory offered via other channels, including the Client's website. If inventory for a specific room category is available on a competitive site, it must also be available via the Lexicon System.
m. Invoice Date means the date upon which Lexicon generates the invoice for any monies payable.
n. Lexicon Distribution Network (LDN) means a network of travel sellers, including OTAs, GDSs, tour operators, Opaque channel partners and Lexicon's ABS, to whom Lexicon can syndicate rates and availability information and process transaction information. Lexicon has contracted directly with these third-party travel sellers and acts as a party to these Booking transactions; Client may or may not contract separately with these third-party travel sellers depending on the specific party or parties involved.
o. Lexicon Platform is Lexicon's technology, which provides automated rate and availability distribution, competitive market data, revenue management and booking engine capability to a Client Property.
p. Lexicon Property means the Lexicon Platform, Lexicon Systems and Lexicon Services.
q. Lexicon Services means the distribution, pricing, rate setting, and market data delivery services that Lexicon provides, including but not limited to Bookings on third-party travel seller websites or systems, Guest contact and customer service, as well as Bookings on Lexicon owned and operated websites.
r. Lexicon Systems means those computer-based databases, services, websites and web services that Lexicon utilizes to offer the Lexicon Services.
s. Lexicon Service Fees means the fees charged on a successful OTA or GDS booking for a property on the Lexicon Platform.
t. Live Date means the first date that the Client has been set up on the Lexicon Platform and services such as distribution, competitive market data, revenue management and booking engine capability, are turned on.
u. Market Data means rate data for properties in a city or region, for up to ninety (90) days forward, which Lexicon compiles and makes available via the Lexicon System. Client is responsible for specifying the competitive set.
v. Net Rate is the Gross Rental Rate paid by the Guest less any OTA or GDS commissions and Lexicon Service Fees.
w. Opaque means a type of distribution where the rate or sell price is not published in a public format.
x. PCI Data Security Standards means all rules, regulations, standards, or guidelines adopted or required by payment brands, including but not limited to Visa, Master Card, or the Payment Card Industry Security Standards Council.
y. Prepaid Booking will mean a Booking that is paid in advance by the Guest.
z. Property or Properties means the properties listed in the attached Order Form, and will include property groups (e.g., individual homes listed as a grouping).
aa. Rate Engine, Active Revenue Management System or ARM System, Revenue Manager, RM means Lexicon's proprietary methodology for setting rates and selling room nights.
bb. Reservation Rules means the stay restrictions that a Client manages via the Lexicon Platform, including but not limited to rules related to blackout dates, minimum length of stay restrictions and closed to arrival.

3. TERMINATION

a. Either Party may terminate this Agreement for any reason with thirty (30) days' written notice to the other Party. During such 30-day period, the Parties will cooperate to wind down their obligations under this Agreement.
b. Either Party may immediately terminate this Agreement in the event of a material breach by the other Party that has not been cured within thirty (30) days of the other Party receiving written notice of such breach.
c. Early Termination Fees - If client cancels this agreement inside of 365 days of signing this agreement, client will be billed $300 per property or $3000, whichever is less, if the listings and/or content is going to be used with another vendor or OTA.
d. Lexicon may immediately terminate this Agreement should Client (i) entirely close out inventory, (ii) otherwise

make inventory that is committed to Lexicon under this Agreement unavailable or otherwise unsalable, (iii) violate Lexicon's parity agreements with OTAs, or if Client's account is in arrears by more than Sixty (60) days. In the case of any such termination, Client will immediately pay Lexicon any unpaid Connectivity Fees, and Lexicon Service Fees (collectively, "Termination Fees").

e. In the event of termination by either Party, Client will honor all Bookings transacted prior to the termination date, and pay applicable Lexicon Service Fees, Connectivity Fees, Onboarding Fees, and/or Early Termination Fees. Upon termination of the Lexicon contractual relationship, Lexicon will consolidate all outstanding future arrivals (net of cancellations) and add to a final invoice payable by Client within 30 days of receipt. Lexicon will not be responsible for further cancellations or modifications beyond the termination date of the contract.

4. CONFIDENTIALITY AND DATA OWNERSHIP

a. Each Party agrees that it will not disclose the other Party's Confidential Information to any third party without the other Party's prior written consent.
b. Lexicon retains sole ownership of all Lexicon Property, as well as the performance, conversion, placement, transactional and related data generated by or on the Lexicon Property.
c. Lexicon Distribution Partners retain ownership of Guest data and transactional data for Bookings that originate from those Distribution Partners.

5. INVENTORY

a. Client will make inventory available in the Lexicon System via an Extranet or a Direct Connect.
b. Client will provide no less inventory than is specified in this Agreement. Client may, at its sole discretion, add inventory in excess of the minimum specified in this Agreement.
c. All inventory and reservations are guaranteed by Client in accordance with the individual Distribution Partner agreements.
d. Client will use all reasonable efforts to provide at least 365 days' worth of inventory.
e. Client assumes full responsibility for failure to update inventory and reservation rules.

6. RATES

a. Client will set rates for its inventory. Typically, Client records rates in the Lexicon System either by manually entering rates or using a Lexicon product or service to set rates. Client agrees to provide Lexicon with the same or lower prices available in any other electronic channel, including Client's own website.
b. Client agrees to maintain Deal Parity.

7. BOOKING NOTIFICATION

a. Client will be notified about each Booking that occurs on the Lexicon System for Clients' Properties. Such Booking Notification will be in the form of an email, with the option for additional delivery by facsimile at Client's election.
b. In the event that Client and Lexicon utilize a Direct Connect to sync inventory and/or rates, information pertaining to bookings may also be delivered to Client via Direct Connect.

8. BOOKINGS ON LEXICON DISTRIBUTION NETWORK

a. For Bookings that occur on the Lexicon Distribution Network, Guest payment may be collected by Client or by Lexicon's Distribution Partner, as applicable. Such payment will include but is not limited to, the room rate, fees, and any applicable taxes.
b. Lexicon's Distribution Partners or Client may be the credit card merchant of record ("MOR") for any transactions.
c. Bookings must be honored. Client Guaranteed Bookings are clearly noted as such in multiple places in the Lexicon Booking Notification. Client must collect full payment from the Guest, typically upon check-in or check-out. In the event that the Guest cancels the reservation, the credit card number used to guarantee the booking may be charged by Client only to the amount specified in writing in the Client cancellation penalty.
d. Client agrees and acknowledges that Lexicon's Service is a guaranteed Service. As such, all Bookings from the Lexicon Platform must be honored, regardless of Client's actual inventory availability. Client is responsible for maintaining the accuracy of inventory information either via the Lexicon extranet or via a Direct Connect, as applicable. Even if Client does not have actual availability, Client agrees to honor all Lexicon Bookings. In overbooking situations, Client will use commercially reasonable efforts to relocate other guests to make room

for Lexicon guests. If relocating other guests is not possible, Client agrees to relocate Lexicon Guests, at Client's cost, to similar or better local accommodations. If Client fails to honor or cannot honor a booking or fails to provide similar or better accommodation, and the Distribution Partner imposes a fee for such refusal upon Lexicon, Lexicon may, at its sole discretion, pass along to Client the Failure to Honor fees. In addition to such fees, Client is obligated to compensate Lexicon for the full amount of the reservation for any Booking which it Fails to Honor or the full amount of Guest relocation costs, whichever is greater.

e. Client will not circumvent Lexicon from Bookings. Circumvention will be defined as the Client inducing a Guest to cancel a Lexicon Booking, and rebook directly with the Client for the same or similar period. If this does occur, Client is obligated to compensate Lexicon for the full amount that it would have received for the Booking and Lexicon may terminate this Agreement.

9. CANCELLED BOOKINGS ON LEXICON DISTRIBUTION NETWORK

Wherever possible Lexicon will represent the cancellation policy of the Client within the bounds provided by individual Distribution Partners.

10. TRANSACTION PROCESSING ON THE LEXICON DISTRIBUTION NETWORK

a. Lexicon will use commercially reasonable efforts to correctly transmit rates and availability provided by Client to Distribution Partners via the Lexicon Distribution Network and to process Booking notifications from Distribution Partners into Clients' systems or via notifications. Changes to rates, availability, or inventory entered directly into the Lexicon Systems are typically reflected in the distribution network within one (1) hour. Changes or promotions manually sent to Lexicon for entry will be managed as quickly as possible and are typically reflected on the Lexicon Distribution Network within one (1) business day.

b. Lexicon will use commercially reasonable efforts to keep the Lexicon Distribution Network interface active at all times.

11. REPORTING

Booking, cancellation, and other activity reports will be available on Lexicon's Platform. Client will have on-demand access to such reports.

12. PHOTOS, LOGOS, MERCHANDISING INFORMATION

Client is responsible for providing pictures, logos, artwork, descriptions and other information that may reasonably be requested by Lexicon in order to facilitate loading of content into the Lexicon System. Client hereby licenses to Lexicon the right to display and modify as necessary any photographs, logos, and other relevant information relating to Client and the Client's properties, including Lexicon's use of such material in the promotion of Lexicon. Such material will only be used to promote Client's properties on distribution channels. Any other use will require express written permission from Client. Client agrees to provide a minimum of fifteen (15) mutually agreeable photos per unit type to Lexicon for loading onto the Lexicon System.

13. ADDITIONAL CLIENT OBLIGATIONS

a. Client is responsible for payment of all appropriate taxes to Client's local taxing authority.

b. Client is solely responsible for payment of all commissions due to OTA channel partners

c. Client warrants that all of their affiliate Properties comply with all respective local, state and federal health and safety standards and laws and that they provide adequate training and enforcement concerning all material aspects of health, fire, safety, security, disaster preparedness, and evacuation procedures for both their employees and their guests. The Client assumes all liability for any aspect of health or safety liability at the Property level.

d. Client represents and warrants that it has liability insurance coverage in an amount that is consistent with industry practice. Client will, at its own expense, name Lexicon as an additional insured on its liability insurance policy and procure for Lexicon a certificate to that effect.

e. In the event the Client is a timeshare or interval ownership unit, the Client agrees not to engage in what is known as a "hard-sell" or "hooked stay" that requires a Guest to tour a timeshare property or sit through a timeshare sales presentation in exchange for a specific rate.

f. With regard to the transmission, processing and storage of credit card information, Client will operate in compliance with all applicable PCI Data Security Standards, including those relating to privacy, data security,

and the safeguarding, disclosure and handling of payment information and is solely liable for any breach and/or non-compliance thereof. In the event Client breaches or becomes aware of a breach of the PCI Security Standards, Client will notify Lexicon immediately and will immediately take such actions necessary to rectify the breach.

g. Lexicon will not be held responsible for overbookings resulting from a disconnection of the Client's PMS connection to Lexicon and/or from Lexicon to the OTA channel

14. OPTIONAL USAGE OF LEXICON BOOKING ENGINE

a. Client may elect to use Lexicon's Booking Engine product. Client agrees to use Lexicon's Booking Engine exclusively and to be bound by the following terms if using the Booking Engine.
b. Lexicon grants and Client accepts the non- exclusive, non-transferable, non-sublicensable, revocable right, license and privilege to use the Lexicon Booking Engine solely during the Term and in accordance with the terms of this Agreement. The license will include, at no additional cost, additions, modifications, updates or upgrades to the Booking Engine that are within the scope of the existing functionality of the Lexicon Booking Engine. Current functionality includes the ability to host information on rental lodging accommodations, search for availability at the hosted accommodations, and consummate a transaction to book selected inventory using Client's credit card processing account and provider.
c. Client will display a booking button or link on the home page of Client Web Site(s). The booking button or link will link to the Booking Engine.
d. Client agrees to pay hosting, setup fees, and commissions on transactions per the terms outlined in this Agreement.
e. Lexicon will host all data and transactions conducted via this license on its servers.

15. GRANT OF LICENSE

During the Term of this Agreement, Lexicon grants and Client accepts the non-exclusive, non-transferable, non-sublicensable, revocable right, license and privilege to use the Lexicon Rate Engine System solely for the express limited purposes of this Agreement and subject to the conditions set forth herein. This license will include, at no additional cost, additions, modifications, and updates to the Rate Engine System that are within the scope of the existing functionality. Current functionality includes the ability to track market rates for certain types of lodging; to narrow those market rates to specific properties; to calculate new rates based upon inventory levels, market rates and Client rules and preferences; and to automatically upload new rates into Lexicon's various distribution channels.

16. OPTIONAL USE OF RATE ENGINE

a. Strategy Input. Client will specify key inputs necessary to make the Rate Engine System function. Such inputs include, but are not limited to, a pricing strategy and the selection of comparable competitors whose market rates should be tracked. Strategy inputs will be reviewed and updated periodically.
b. Rates Set Automatically. Client agrees that the Rate Engine will calculate, set, and syndicate rates based on the Client Strategy Input. Promotions and Opaque rates will be derived from the rates generated by Rate Engine.
c. Performance. Client will utilize the Rate Engine with the goal of maximizing Client's revenue per available room distributed through Lexicon. Notwithstanding the foregoing, Lexicon makes no guarantees regarding performance under this Agreement.

17. AVAILABILITY AND DELIVERY

a. Lexicon will create and deliver reports detailing competitive rates for lodging in specified geographic markets.
b. Such reports will be available for Client to view in the Lexicon System.
c. Data will be comprised of rate shops for three (3) and/or four (4) nights stays and will be formatted in a manner such that Client can review their price points versus both the market as a whole and a Client defined competitive set. Lexicon may further provide parity data by breaking down data for any Client Property by day, unit and distribution channel.

18. DATA FRESHNESS

a. Lexicon will use commercially reasonable efforts to ensure accurate and timely data, however, due to the nature of rate shopping, Lexicon does not guarantee the freshness of the rate data and Client expressly acknowledges that the competitive rate data Lexicon delivers may be out of date by the time Client views it.

b. Furthermore, Client expressly acknowledges that it is responsible for all rate decisions that it makes regardless of the accuracy or freshness of the data Lexicon provides and Lexicon will have no liability for rate changes that Client may make as a result of inaccurate or out-of-date data.

19. CHANGING MARKETS

Client may add, change or delete markets for Market Rate Data delivery at any point in time.

20. NEW SERVICES

a. As the Lexicon Distribution Network grows, Client may be automatically added to new Distribution Partners or new channels of existing Distribution Partners without notice.
b. Lexicon may from time to time add new products and/or services. Lexicon will send an order form for any new products or services if the Client so chooses. Any amendments to products and services will not in any way affect the terms agreed upon herein.
c. Additions, modifications or upgrades to Lexicon's Platform, Booking Engine, Market Data, and Rate Engine products which may create entirely new functionalities or services, may be made available to the Client on a non-exclusive basis and at a cost to be determined by Lexicon.

21. ONLINE ACCEPTANCE OF TERMS AND CONDITIONS

Lexicon reserves the right to display new and updated terms and conditions via its Lexicon Platform with five (5) business days advance notice. Failure to opt out within five (5) business days will constitute acceptance of the new terms. Lexicon may require acceptance of updated terms and conditions as a requirement for access to the website and the Lexicon Services.

22. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that: (i) it has the full legal right and power to enter into and fully perform this Agreement and to make the commitments it makes herein, (ii) it will perform its obligations under this Agreement in accordance with applicable laws, rules and regulations, (iii) there are no other agreements with any other Party in conflict herewith, and (iv) this Agreement constitutes legal, valid and binding obligations, enforceable in accordance with the terms of this Agreement.

23. LIMITATION OF LIABILITY

a. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
b. In no event will Lexicon's cumulative liability to Client arising out of or related to this Agreement, whether based in contract, negligence, strict liability, tort, or other legal or equitable theory, exceed the total Booking Fees paid to Lexicon during the immediately preceding twelve (12) month period preceding the event giving rise to the claim.

24. INDEMNIFICATION

Each Party (Indemnitor) will defend, indemnify and hold harmless the other Party (Indemnitee) from and against any third-party damages, losses, liabilities, fines, costs, expenses, claims or causes of action (each a "Claim"), and all resulting loss or damage to Indemnitee (including reasonable attorneys' fees and costs) arising out of (i) Indemnitor's default under this Agreement, or (iii) the gross negligence or willful misconduct of Indemnitor or its employees, agents, or representatives; except to the extent such claim or cause of action results from the willful misconduct or gross negligence of Indemnitee. Indemnitee must notify Indemnitor, in writing, with reasonable promptness, of any Claim. Indemnitee will reasonably cooperate with Indemnitor's defense or settlement of any Claim. For purposes of this Section, Indemnitee may participate in the defense of any Claim at its expense and through counsel of its own choosing.

25. DISCLAIMER

a. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR

OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

b. Lexicon makes no express or implied representations or warranties regarding itself or the Lexicon Property. Lexicon makes no representation that the operation of its website(s) will be uninterrupted or error free, and Lexicon is not liable for the consequences of any interruptions or errors.

26. RELATIONSHIP OF PARTIES

Each Party is an independent contractor and nothing in this Agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties.

27. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration will be Salt Lake City, Utah, USA. The judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and the Parties agree to exclude any right of application or appeal to any court in connection with any question of law arising out of the award.

28. WAIVER

If a Party at any time fails to demand strict performance by the other of any of the terms, covenants, or conditions set forth in this Agreement, that Party does not waive or relinquish the right at any time to demand strict and complete performance by the other of the Agreement's terms, covenants, and conditions.

29. GOVERNING LAW AND VENUE

This Agreement and all disputes arising out of this Agreement will be governed by the laws of the state of Utah, USA (without reference to choose or conflict of laws). Client irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the state of Utah in connection with all actions arising out of or in connection with this Agreement and waives any objections that such venue is an inconvenient forum. Client will not initiate any action against Lexicon in any other venue or jurisdiction.

30. NOTICES

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be sent by confirmed email, facsimile or a nationally recognized overnight air carrier to the fax numbers, email addresses, and addresses provided by the Parties.

31. MISCELLANEOUS

a. This Agreement will be binding upon the Parties, their successors and permitted assigns.
b. Neither Party may assign this Agreement in whole or part without the prior written consent of the other Party, except that either Party may assign this Agreement in its entirety to its parent, any subsidiary in which it holds a majority voting interest, or any affiliate or in connection with a merger, reorganization or sale of a substantial part of the business to which this Agreement relates.
c. This Agreement sets forth the entire agreement and understanding of the Parties hereto concerning the subject matter hereof.
d. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by both Parties.