

## STR GLOBAL DATA PURCHASE AGREEMENT

THIS STR GLOBAL DATA PURCHASE AGREEMENT ("Agreement") is made by and between STR GLOBAL LIMITED, The Blue Fin Building, 110 Southwark Street, London SE1 0TA, (hereinafter referred to as "STRG", "the Company", "us", "we", or "our"), and the Licensee identified elsewhere in this Agreement (hereinafter referred to as "Licensee", "you" or "your") (collectively, the "Parties").

### AGREEMENT TERMS

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, STRG and Licensee agree as follows:

Upon receipt of your signed enrolment form, an invoice will be issued for the total fee amount detailed on the form (if product is a one off purchase, credit card payment for the full amount will be required before product can be sent to you). Payment is due in full, including payment of all bank charges, immediately upon receipt.

### 1. LICENSE

#### 1.1 Definitions.

1.1.a. "**Agreement**" means: these Standard Terms and Conditions; any additional terms specifically set out in writing in the document(s) (if any) to which these Standard Terms and Conditions are attached or in which they are incorporated by reference, and, if applicable, any additional terms specifically set out in writing in any Schedule or Exhibit attached hereto.

1.1.b. "**Licensed Materials**" means any newsletter, report, database, survey, or other similar resource, and all lodging industry data contained therein, which has been created by STRG and provided to Licensee hereunder.

1.1.c. "**Permitted Users**" means those employees, officers, directors, agents, and legal and/or tax representatives of the Licensee who have a need to access or view Licensed Materials for the purpose of the Licensee's internal business operations and who have an obligation to keep such information confidential.

1.2 **Grant of License.** For the term of this Agreement, and unless otherwise agreed by the Parties herein or in a separate written amendment to this Agreement, Licensee shall receive a non-exclusive, non-transferable, indivisible, non-sub licensable license to in the ordinary course of its business: (a) use, copy, manipulate and extract data from the Licensed Materials for its internal research purposes in strict accordance with the terms set forth herein; (b) share or distribute to its clients limited excerpts and discrete portions of Licensed Materials ("STR Excerpts") that are contained in or incidental to its own reports, analyses or presentations for clients ("Client Materials"), provided that: (i) such STR Excerpts are only supportive of the substance of the Client Materials; (ii) Licensee shall be liable for any such distribution of the STR Excerpts; (iii) Licensee shall always acknowledge STR as the source of the STR Excerpts

within the Client Materials; (iv) the Client Materials shall not include full copies or substantial portions of any Licensed Materials; and (v) the Client Materials are not commercially or generally distributed.

**1.3 Copies.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee may make and maintain no more than two (2) copies of any Licensed Materials.

**1.4 No Service Bureau Use.** Except as may be expressly permitted or limited elsewhere in this Agreement, Licensee is prohibited from using the Licensed Materials in any way in connection with any service bureau or similar services. "Service bureau" means the processing of input data that is supplied by one or more third parties and the generation of output data (in the form of reports, charts, graphs or other pictorial representations, or the like) that is sold or licensed to any third parties.

**1.5 No Distribution to Third Parties.** Except as may be expressly permitted or limited in this Agreement, Licensee is prohibited from distributing, republishing or otherwise making the Licensed Materials or any part thereof (including any excerpts of the data and any manipulations of the data) available in any form whatsoever to any third party, other than Licensee's Permitted Users.

**1.6 Reservation of Rights.** Licensee has no rights in connection with the Licensed Materials other than those rights expressly enumerated in the Agreement. STRG reserves the right to alter, reconfigure, or refresh, the Licensed Materials or its delivery method or format to Client, including, but not limited to, presenting the Reports on a different on-line platform. Such alteration shall not impact the data points contained within the Reports which Client has purchased under this Agreement. Such alteration shall not constitute a breach of this Agreement by STRG. Furthermore, all rights to the Licensed Materials not expressly enumerated herein are reserved to STRG.

**1.7 Security and Confidentiality.** Except as may be expressly permitted or limited in elsewhere in this Agreement, Licensee agrees that the Licensed Materials contain confidential information and that it will distribute Licensed Materials only to its Permitted Users. Licensee shall use commercially reasonable efforts to protect against unauthorized access to and to maintain the confidentiality of Licensed Materials. This provision shall survive indefinitely the termination of this agreement.

**1.8 No Competitive Use.** Notwithstanding any other provision herein, Licensee is prohibited from accessing or using the Licensed Materials if Licensee is or, during the Term of this Agreement, becomes a direct or indirect competitor of STRG or providing any portion of the Licensed Materials to any direct or indirect competitor of STRG.

## **2. AM:PM TERMS AND CONDITIONS (APPLICABLE ONLY FOR CUSTOMERS SUBSCRIBING TO AM:PM DATABASE)**

**2.1 Use of Materials Available on AM:PM Hotel Database- General** The Licensee and its Permitted Users may only use the materials available in the AM:PM Hotel Database for the

sole purpose of the private or business research purposes of the Licensee, and such business research purposes shall include, but is not limited to, the use of AM:PM Database materials for

the provision of: valuation reports, feasibility studies, credit or risk reports, or other research.

**2.2 Specific Permitted Uses.** The Licensee and any of its Permitted Users may (a) display AM:PM Hotel Database materials on its computer screen, (b) print extracts included in such materials, and (c) download such materials, provided that it is downloaded in accordance with the following Download Restrictions: (a) the relevant part of the AM:PM Hotel Database materials shall be stored in machine readable format and stored and used only for one named person's exclusive use (and for the avoidance of doubt, that person shall be the Licensee (in the case where the Licensee is an individual) or one Permitted User whose name and contact details have been supplied to and confirmed by STRG; (b) no graphics or other items on the AM:PM Hotel Database website may be used separately from the corresponding text; and, (c) STRG's copyright and trademark notices must appear in all copies and other reproductions. All copies of any part of the AM:PM Hotel Database materials (held in any format) shall remain the property of STRG.

**2.3 Website Terms of Use.** The Licensee and its Permitted Users shall comply with the Terms of Use of the AM:PM Hotel Database website, which are incorporated herein by reference.

**2.4 STRG Obligations Regarding AM:PM Hotel Database.** Subject to section 1.6 above, STRG shall use reasonable endeavors to ensure that the services provided through the AM:PM Hotel Database website are available twenty-four (24) hours per day, but shall not be liable if for any reason the AM:PM Hotel Database website is unavailable at any time period. Access to the AM:PM Hotel Database website may be suspended temporarily and without notice in the case of a system failure, maintenance, repair, or for reasons beyond the reasonable control of STR.

**2.5 Restrictions on Use.** Neither the Licensee nor any Permitted User may, without STR's express permission: (a) permit any unauthorized person to access or view any part of the AM:PM Hotel Database materials or sell, transfer, assign, or make any of the AM:PM Hotel Database materials available to any unauthorized person (including on a local area network, a wide area network, or any intranet or extranet) and/or permit any distribution or delivery of any part of the AM:PM Hotel Database materials to any unauthorized person; (b) abstract, download, store, reproduce, transmit, display, copy, distribute, or use the AM:PM Hotel Database materials, in whole or in part, other than solely for the purpose of the private or business research purposes of the Licensee; (c) decompile, disassemble, or reverse engineer any of the computers, software programs, databases, or other systems, in whole or in part, used by STR; (d) use the AM:PM Hotel Database materials for any illegal purpose; (e) make any password provided by STR available to any unauthorized person; (f) use the AM:PM Hotel Database materials to produce other derivative documents containing any part of them; (g) modify any of the underlying data of any AM:PM Hotel Database materials in any way or use any illustrations, photographs, video, or audio sequences or any graphics separately from any accompanying text; (h) obscure or remove any copyright or trademark notices that appear on the AM:PM Hotel Database materials; or, (i) use any part of the AM:PM Hotel Database materials for any promotional or advertising material. If any part of the AM:PM Hotel Database materials are copied or reproduced by Licensee in any form, including a summary or analysis, Licensee shall ensure that STR is clearly attributed as follows: "SOURCE: STR Global, Limited – REPUBLICATION OR OTHER RE-USE OF THIS DATA WITHOUT THE EXPRESS

WRITTEN PERMISSION OF STR IS STRICTLY PROHIBITED."

### 3. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**3.1 Disclaimer of Warranties.** THE LICENSED MATERIALS ARE PROVIDED TO THE LICENSEE ON AN “AS IS” AND “AS AVAILABLE” BASIS. STRG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, THE PRODUCTS PROVIDED OR THE RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, STRG DOES NOT WARRANT THAT THE LICENSED MATERIALS, THE PRODUCTS PROVIDED OR THE USE THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STRG MAKES NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE. THE INFORMATION IN THE REPORTS IS NOT, AND SHOULD NOT BE CONSIDERED, TAX, ACCOUNTING, LEGAL OR INVESTMENT ADVICE.

**3.2 LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW STRG’S TOTAL LIABILITY TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, INFRINGEMENT, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, SHALL BE LIMITED TO ALL FEES PAID TO STRG BY THE LICENSEE DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION FIRST AROSE. STRG SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF STRG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, STRG SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM RELATING IN ANY WAY TO ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE LICENSED MATERIAL.

### 4. MISCELLANEOUS

**4.1. Misuse or misrepresentation of Data.** Licensee shall not intentionally or knowingly use, quote or restate the Licensed Materials for the purpose of misleading third parties or damaging the reputation of STRG and its products. In the event Licensee engages in such conduct STRG shall have the right to terminate this Agreement immediately and without notice.

**4.2 Default.** In the event that Licensee does not make any payment that is due and owing under this Agreement, STRG shall be under no obligation to deliver Reports to Client until such time as the overdue payment is paid, and STRG’s continuing to provide such reports shall not constitute a waiver of Client’s obligation to make timely payments. If Client fails to make payment for 45 days, STRG may notify Client of its delinquency by written notice. If, thirty (30) days after receiving written notice from STRG, Client continues to fail to make payment, STRG shall have the right to terminate the agreement immediately upon written

notice. STRG shall have the right to recover from Client any reasonable legal expenses it may incur in collecting overdue payment from Client.

**4.3 Liquidated Damages.** In the event of a use, disclosure or distribution of the Licensed Materials by Licensee that violates the terms of this Agreement, Licensee shall be required to pay STRG an amount equal to the sum of (i) the highest aggregate price that STRG, in accordance with its then-current published prices, could have charged the unauthorized recipients for the Licensed Materials that are the subject of the violation, and (ii) the full price of the lowest level of republishing rights that Licensee would have been required to purchase from STRG in order to have the right to make the unauthorized distribution, regardless of whether Licensee has previously paid for any lower level of republishing rights. This provision shall survive indefinitely the expiration or termination of this Agreement for any reason and does not waive either Party's right to seek equitable or injunctive relief as may be available from any court of competent jurisdiction to restrain the other from breaching or threatening to breach this Agreement.

**4.4 Subscription Term; Renewals. This clause is only applicable if you are purchasing an annual subscription.** Licensee's subscription to the Licensed Materials, shall be for a period of twelve (12) months, commencing on the date this Agreement is received and processed ("Initial Term"). Licensee shall receive the first Report in its subscription within 30 days of STRG's receipt of this Agreement. Licensee's subscription shall automatically renew for successive twelve (12) month terms ("Renewal Terms" and, collectively with the Initial Term, the "Term") unless a Party notifies the other Party of its decision to not renew for another Term. Such notification may be by electronic mail or by telephone but in either case shall be provided to the other Party no less than thirty (30) days prior to the end of the then-current Term. If neither Party sends a notice of non-renewal, and unless otherwise agreed to by the Parties in a separate writing, the terms of this Agreement shall carry over and remain in effect during each Term.

**4.5 Termination.** (a) STR may terminate this agreement without cause with thirty (30) days' written notice to Licensee. (b) Either Party may terminate any portion of this Agreement in the event of (1) any breach of a material term of this Agreement by the other Party which is not remedied within thirty (30) days' written notice to the breaching Party or (2) the other Party's making an assignment for the benefit of its creditors or the filing by or against such party of a petition under any bankruptcy or insolvency law which is not discharged within 30 days of such filing. (c) STR may terminate this Agreement immediately without further notice upon STR's good faith determination that Licensee is in violation of Section 1.8.

**4.6 Post-Termination.** Upon termination for any reason, including non-renewal pursuant to Section 4.4, Licensee may no longer use any portion of the Licensed Materials in any manner. Within ten (10) days after the effective date of termination or non-renewal, Licensee will permanently delete or destroy all elements of the License Materials under its control and upon request from STR, affirm the completion of this process by execution and delivery to STR of an affidavit to that effect in a form reasonably satisfactory to STR. In addition, at its own expense STR may audit Licensee's compliance with this provision and the terms of the Agreement provided that such audit will occur under Licensee's reasonable supervision and Licensee shall cooperate in the conduct of the audit.

**4.7 Governing Law: Jurisdiction and Venue.** This Agreement shall be construed in

accordance with the Laws of England. The Parties irrevocably agree that the Courts of England shall have non-exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the validity, effect, interpretation or

performance of, or the legal relationship established by this agreement or otherwise arising in connection with this agreement. Nothing in this Agreement shall prevent either Party seeking an interim injunction in any court of competent jurisdiction.

**4.8 Assignment.** Licensee is prohibited from assigning this Agreement or delegating any of its duties under this Agreement without the prior written consent of STRG.

**Independent Relationship.** The relationship between the parties is that of an independent contractor. Nothing in this agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship.

**4.9 Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given i) when delivered in person, at the time of such delivery; ii) when delivered by facsimile transmission or e-mail, at the time of transmission (provided, however, that notice delivered by facsimile transmission shall only be effective if such notice is also delivered by hand or deposited in the mail, postage prepaid, registered, certified or express mail or by courier service within two (2) business days after its delivery by facsimile transmission); iii) when delivered by a courier service or by express mail, at the time of receipt; or iv) five (5) business days after being deposited in the mail, postage prepaid, registered or certified mail, addressed (in any such case) to the addresses listed on the first page of this Agreement or to such other address as either party may notify the other in writing.

**4.10 Waiver.** No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision.

**4.11 Entire Agreement; Translation.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties, with the exception of the [www.strglobal.com](http://www.strglobal.com) Terms of Use and Privacy Policy. Should this Agreement or any attachment be translated from English, and unless otherwise agreed to by the Parties in a separate writing, the English version of the Agreement, and any attachment, shall be the controlling document.

**4.12 Amendment.** This Agreement may be amended only by the written agreement of both parties.

**4.13 Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute arising out of or related to this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**4.14 Notice of Unauthorized Access.** Licensee shall notify STRG immediately upon Licensee's becoming aware of any facts indicating that a third party may have obtained or may be about to obtain unauthorized access to the Licensed Materials, and shall fully cooperate with STRG in its efforts to mitigate the damages caused by any such breach or potential breach.

**4.15 Conflicting Provisions.** In the event that any provision of these Standard Terms and Conditions directly conflicts with any other provision of the Agreement, the conflicting terms of STRG Data Purchase Terms & Conditions October 2020

such other provision shall control.

**4.16 Remedies.** In addition to any other rights or remedies that either party may have under applicable law for material breach of this Agreement, in the event of any material breach of this Agreement by either party, and following notice to the breaching party by the non-breaching party, the non-breaching party's obligations under this contract shall terminate.

**4.17 Indemnification.** Licensee shall indemnify, defend and hold STRG harmless against any claims, actions, losses, liabilities, damages and expenses (including reasonable attorney's fees and court costs) brought against STRG by any third party that relates to or arises out of Licensee's unauthorized disclosure of, misuse of or misrepresentation of the Licensed Materials.

**4.18 Website.** Licensee acknowledges that it is subject to the Terms of Use and Privacy Policy governing the use of [www.str.com](http://www.str.com) the terms of which are fully incorporated herein. In the event of any conflict between any provision of the Terms of Use or Privacy Policy and any provision of this Agreement, the terms of this Agreement shall control.

STR GLOBAL, LTD

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_