



STRG DATA PARTICIPANT AGREEMENT

THIS STR GLOBAL DATA PARTICIPANT AGREEMENT (“Agreement”) is made by and between. “STR Global Limited, a CoStar UK Limited subsidiary”, with offices located at The Blue Fin Building, 110 Southwark Street, London SE1 0TA, (hereinafter referred to as “STRG”, “the Company”, “us”, “we”, or “our”), and the Client identified elsewhere in this Agreement (hereinafter referred to as “Client”, “you” or “your”)(collectively the Parties).

AGREEMENT TERMS

In consideration of the covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

Upon receipt of your signed enrolment form, an invoice will be issued for the total fee amount (no fee is due if subscribing to Survey Program only), which is detailed on the enrolment form. Payment is due in full, including payment of all bank charges, immediately upon receipt.

1. DURATION; TERMINATION

1.1 Client participates in STRG’s program (“Program”) for a period of twelve (12) months, commencing on the date your signed enrolment form is received by us (the “Initial Term”). Client shall receive the first Report in its subscription within 30 days of STRG's receipt of this Agreement. Unless earlier terminated in accordance with sections 1.2 and 4.2 below, the Agreement shall automatically renew upon the expiration of the Initial Term for successive twelve (12) month terms (“Renewal Terms” and, collectively with the Initial Term, the “Term”).

1.2 Termination of Agreement

If prior to the expiration of a Term, either Party determines that it does not want to renew the Agreement for an additional Term, for any reason, the terminating Party will provide the non-terminating Party with written notice of non-renewal no later than sixty (60) days prior to the end of the Term. If no such notice is received, the Agreement will automatically renew for an additional Term, and Client will be obligated to participate in the Program and pay any corresponding Fee that may be due for the entire next Term. **If you elect to receive Hotel Survey reports only no fee will be due.**

2. STRG STAR BENCHMARKING PROGRAM: DELIVERY OF REPORTS; SUBMISSION OF HOTEL DATA

2.1 Client shall submit its raw monthly hotel performance data to STRG by the tenth (10th) day of each month of the Term in order to receive a report for the previous month. Client's raw weekly and daily hotel performance data shall be submitted to STRG at the times specified by STRG in order to receive weekly and daily reports for the prior week or day. All raw hotel performance data submitted by Client under this Agreement shall be referred to herein as “Hotel Data” and is defined as supply (rooms available), demand (rooms sold), and revenue.

2.2 STRG is under no obligation to produce any report if Client's Hotel Data is not received prior



to the above deadlines. If Client requests a Report even though the data was submitted late, a processing fee will be assessed to generate a current Report.

- 2.3 Client shall complete the attached enrolment form in order to establish Client's Competitive Set (Selected Competitors), or those properties whose performance will be compared against Client's performance each month, each week (if Client participates in the Weekly STRG Benchmarking Program / STRG Survey Program) and each day (if Client participates in the Daily STRG Benchmarking Program/ STRG Survey Program).
- 2.4 STRG does not guarantee that the data will be received every month, week or day from every Selected Competitor even if the Selected Competitor has agreed to participate in the STRG Program.
- 2.5 Client's Hotel Data will be true, correct and complete, and STRG will have no obligation to audit it.

3. STRG FORWARD STAR: SUBMISSION OF BOOKING DATA; DELIVERY OF REPORTS (FOR FORWARD STAR LICENSEES)

- 3.1 Client shall submit its current reservation data ("Booking Data") to STRG (as set out in 3.3) following the Client's enrolment prior to 10am (CET) thereafter through the Term. Client's Booking Data shall contain the number of rooms booked on a room booking basis, rather than a berth or occupant basis. The Booking Data is defined as any room which has been booked and deducted from inventory for both transient rooms and group rooms. For more information on data definition and clarification, please refer to our [Forward looking data guidelines](#) on our [website](#).
- 3.2 Booking Data may be submitted to STRG in the following ways: (1) via a scheduled automated report; (2) by completing and submitting the Booking Data on a form to be provided by STRG upon Client's request; or, (3) by any other method approved in advance by STRG.
- 3.3 If the Booking Data is submitted via a scheduled automated report (option 1 as set out in 3.2), STRG will collect data for the next three hundred sixty-five (365) days on a daily basis. If Client submits Booking Data by completing and submitting the Booking Data on a form to be provided by STRG upon Client's request (option 2 as set out in 3.2) or by any other method approved in advance by STRG (option 3 as set out in 3.2), then STRG will collect data only for the next ninety (90) days on a weekly basis and only for the next three hundred sixty-five (365) days on a monthly basis.
- 3.4 Client shall receive the first Forward STAR Report in its subscription ninety (90) day report and/or three hundred sixty-five (365) day report no later than two (2) weeks following enrolment, provided the market within which it resides has sufficient participation and has been activated by STRG, and at least one (1) weekly data submission has been received by STRG.
- 3.5 STRG is under no obligation to produce any report if Client's Booking Data is not received prior to the deadlines set in this Section 3.1. If Client requests a Forward STAR Report even though the relevant Booking Data was submitted late, a processing fee will be assessed to generate a current report. If the delay is due to technical/unforeseen circumstances



(including but not limited to comp set data not being received by STRG), which are outside the Client's or a STAR Hotel's reasonable control or any of the latter has communicated to STRG prior to the applicable deadline it will not be able to provide the data before such date, STRG will not charge the client for producing and/or re-producing the report. No processing fee will be due to STRG in all other cases.

- 3.6** STRG will require sufficient participation from hotels in order to produce reports for the relevant submarket and/or, if applicable to Client, competitive set data. The sufficiency of participation is determined by STRG and requires that there are sufficient reporting hotels to ensure that STRG's data isolation rules are not broken. Therefore, if an insufficient number of hotels provide data, this may result in either a delay or cancellation of delivery of Client's reports for the given reporting period. If STRG anticipates that such delay or failure to report is likely to occur, STRG shall notify Client immediately. Such delay or failure shall not be considered a breach of this Agreement.
- 3.7** The Booking Data will be true, correct, and complete, and STRG will have no obligation to audit it.
- 3.8** Upon provision of Forward Data, the Client shall receive a subscription which displays market or submarket (where available) information. Similar to Historical STAR Reports, Forward STAR Reports with a competitive set can be requested (please refer to enrolment form for subscription costs).

3.8a In exchange for the booking data, STRG shall deliver one (1) weekly report in PDF format by every Wednesday showing the next ninety (90) days versus either market or submarket and one (1) monthly report in PDF format in the first week of every month showing the next three hundred sixty-five (365) days versus either market or submarket.

3.8b Upon subscription to a competitive set, STRG shall deliver one (1) weekly report in PDF format every Wednesday showing the next ninety (90) days versus either market or submarket AND versus a selected competitive set. One (1) monthly report in PDF format in the first week of every month showing the next three hundred sixty-five (365) days versus either market or submarket AND versus a selected competitive set.

4. USE OF, RIGHTS IN AND CONFIDENTIALITY OF HOTEL DATA AND REPORTS

- 4.1** The Parties' respective "raw" Hotel Data, aggregated Hotel Data, Reports, other aggregated and/or processed data, financial information and any other information provided by one Party to another under this Agreement constitutes the disclosing Party's trade secrets, confidential and proprietary information that is non-public in nature and is of competitive value to each Party ("Confidential Information") and shall not be disclosed to any third parties unless expressly permitted in this Agreement or by written consent of the non-disclosing Party. Neither party obtains title to or an ownership interest in the other Party's Confidential Information. Confidential Information shall be confidential; irrespective of whether it is expressly designated so, including all STRG data which is automatically confidential, whether before or after the effective date of this Agreement. Each Party will use the same means as it uses to protect its own confidential information, but in any event no less than reasonable means, to protect Confidential Information.
- 4.2** Client shall not intentionally or knowingly use, quote or restate STRG data or reports for



the purpose of misleading third parties or damaging the reputation of STRG, and its products. In the event Client engages in such conduct, STRG shall have the right to terminate this Agreement immediately and without notice.

- 4.3** Client may copy, distribute or reproduce STRG's Confidential Information and the data contained therein only to Permitted Users. Permitted Users includes those employees, agents, owners, franchisee, management companies, and legal and/or tax representatives of the Client who have a need to know the information for the purpose of Client's internal business operations and who have an obligation to keep such information confidential. For the avoidance of doubt Permitted Users do NOT include consultants, software providers, online travel agents ("OTAs") and other similar third parties. Client shall first obtain each Permitted Users written agreement: a) that STRG does not owe them a duty of care; b) that Permitted User they will only use the Reports only for the internal business operations or for advising Client on those operations Purpose; and c) that Permitted User will keep the Reports confidential. Unless Client has obtained STRG's express written consent, which shall be set forth in a separate agreement, Client shall NOT share STRG Confidential Information with any party which is not a Permitted User (this includes sharing all or any part of a dSTAR Report), nor shall any such party be added to any STRG distribution list or given login access to the STRG website (see below). Client shall be liable for any breach of confidentiality by these users. Client may also disclose STRG's Confidential Information, in whole or in part, in external presentations, advertising or marketing materials, only upon obtaining STRG's prior consent, which shall not be unreasonably withheld or delayed. Any and all copies of any Report that is made, copied or reproduced by you must acknowledge STRG as the source of the data included. Client will notify STRG, in writing, of any violations to this provision within ten (10) days after it becomes aware of such violation.
- 4.4** STRG may disclose Client Confidential Information to its employees, agents, associated companies and sub-contractors who have a need to know such information for the purposes of STRG's business operations and who are under a duty to keep the information confidential. More particularly, with regard to Client's "raw" Hotel Data, STRG will aggregate any such Data with equivalent data provided to it by the other hotels (each of which participate in the STRG Benchmarking Program) in the applicable competitor set, or other market level aggregates, and made available to that participant in that aggregated format. STRG also reserves the right to use and reproduce aggregate portions of Client's "raw" Hotel Data in its monthly, weekly and daily publications. However, except for where STRG may identify Client among all of those hotels that provided data for a report ("Participation List"), nowhere in those reports or publications shall any of Client's data be directly or indirectly attributed to or associated with Client. STRG may also make certain Client Confidential Information available to those management companies which are affiliated with Client in the form of Reports, including, but not limited to, dSTAR Reports and STR Analytics-produced reports. Client agrees to its Hotel Data being transferred to STRG's (or its subcontractors') locations in countries outside the European Economic Area, and the Client's country of residence, to the extent necessary to process the Hotel Data, whether or not such countries have data protection laws, provided that all applicable data protection or privacy laws are complied with.



- 4.5 (For Clients in France and Morocco).** In France, Morocco and Tunisia, STRG has a partnership with In Extenso en Conseil en Tourisme Culture & Hôtellerie, wherein each party shares its respective client data with the other, for the purpose of improving their respective product offerings in the French and Moroccan markets. Client understands that data sent from Client to STRG will be shared with In Extenso en Conseil en Tourisme Culture & Hôtellerie, solely for this purpose. Further STRG warrants that In Extenso en Conseil en Tourisme Culture & Hôtellerie is contractually obligated to STRG to maintain the confidentiality of Client's individual performance data. By signing this Agreement, Client expressly consents to the sharing of its data as stated herein.
- 4.6 (For Clients in Germany).** In Germany, STRG has a partnership with Fairmas GmbH, wherein each party shares its respective client data with the other, for the purpose of improving their respective product offerings in the German market. Client understands that data sent from Client to STRG will be shared with Fairmas GmbH, solely for this purpose. Further, STRG warrants that Fairmas is contractually obligated to STRG to maintain the confidentiality of Client's individual performance data. By signing this Agreement, Client expressly consents to the sharing of its data as stated herein.
- 4.7** Nothing stated in this Agreement will prevent either party from disclosing the other party's Confidential Information which is (i) already known by the recipient party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) rightfully received from a third party; (iv) independently developed; (v) disclosed without similar restrictions to a third party by the party owning the confidential information; (vi) approved by the other party for disclosure; or (vii) required to be disclosed pursuant to a requirement of a court, governmental agency or law so long as the disclosing party provides the other party with notice of sufficient notice of such disclosure so that the other party can lodge or file any objections to the request.



- 4.8 The confidentiality provisions set out in this section shall survive the termination of this Agreement for any reason whatsoever.

5. GENERAL PROVISIONS

5.1 Data Protection

STRG may utilize limited personally identifiable information, in the form of the business contact information of Client's employees ("Personal Data"), in order to provide services under this Agreement. STRG shall not request or process any hotel guest personal information. STRG shall abide by any and all applicable laws, rules or regulations regarding the privacy of such Personal Data. To the extent necessary to effectuate the transfer of such personal information from the EU to the UK, the parties hereby enter into the Controller-to-Controller SCCs as approved by the European Commission under Decision 2004/915/EC, found here <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and made a part of this Agreement in their entirety. STRG may engage third parties to assist STRG with the provision of the STRG Programs, in which case, STRG shall require such third parties to protect such Personal Data with appropriate safeguards, keep such Personal Data confidential, and only process such Personal Data for the purpose for which it was disclosed.

5.2 Warranties, Exclusions; Disclaimers; Indemnity

5.2.1 Client acknowledges that Reports are generated from information received through independent surveys and research from sources considered reliable in the hotel industry. STRG and STR Analytics each uses its best efforts to ensure the information contained in its Reports, including the aggregated data therein, is accurate and complete. However, neither STRG nor STR Analytics has any control over and takes no responsibility for the accuracy and validity of the "raw" hotel data provided by Hotel Chains and Properties for its Reports. EACH REPORT IS PROVIDED TO CLIENT "AS IS" WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RESULT. NO THIRD PARTY RIGHTS WERE VIOLATED BY STR OR STR ANALYTICS IN THE PREPARATION OF OR DELIVERY OF THE REPORTS TO CLIENT. THE INFORMATION IN THE REPORTS IS NOT, AND SHOULD NOT BE CONSIDERED, TAX, ACCOUNTING, LEGAL OR INVESTMENT ADVICE.

5.2.2 Nothing in this Agreement shall limit the liability of the Parties for death or personal injury caused by negligence, or for fraudulent misrepresentation.

5.2.3 On demand from STRG, Client will indemnify STRG against all actions, claims or proceedings brought or threatened by your professional advisers, the owners or franchisees of your Hotel(s), if applicable, or any other party, and any liabilities, losses, damages, costs and expenses relating thereto arising from the provision to them by you of STRG's Reports, save where caused by our fraud. Client also agrees to indemnify STRG, on demand, against all liabilities, costs, claims, losses or expenses incurred by or made against us as a result of any breach by you or any Permitted User of the terms of this Agreement.

5.3 Default

In the event that Client 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. For the avoidance of doubt, this Default provision shall not apply to any Survey-only Clients. STRG shall have the right to recover from Client any reasonable legal expenses it may incur in collecting overduepayment from Client.

5.4 Distribution List; Website

5.4.1 Client may select certain "Permitted Users" to receive Reports via electronic mail distribution. Permitted Users includes those employees, agents, owners, franchisee, management companies, and legal and/or tax representatives of the Client who have a need to know the information for the purpose of Client's internal business operations and who have an obligation to keep such information confidential. Software providers, on-line travel agencies, revenue management consultants and other similar third parties shall not be considered "Permitted Users." Client shall provide STRG with the names and electronic mail addresses of those Permitted Users. STRG shall keep a list of the Permitted User's name and electronic mail address ("Distribution List"). In addition, Client may select certain of its Permitted Users to view and access Client's reports, data and competitive sets on STRG's Digital Platforms through an STRG-assigned login and password. "STRG's Digital Platforms" means all of STRG's hardware, software, and code, including but not limited to: STR.com, any STR.com subdomains, dSTAR tools, STRG's online customer portal, Licensee's credentials to access the portal, and all STRG digital materials and information located on or accessed through these sites.

5.4.2 Client shall notify STRG when the electronic mail address belonging to a Permitted Users is modified so that STRG can make the change on the Distribution List. Client shall also notify STRG when any individual Permitted User leaves its employment or is otherwise no longer affiliated with Client so that STRG can remove the name from the Distribution List, and deactivate the Permitted User's email address and/or log-in and password. If Client fails to so notify STRG, STRG will not be responsible for any subsequent unauthorized receipt of STRG Reports, subsequent unauthorized access to Client's site, or any breach of the Confidentiality provisions herein that may occur should a Permitted User continue to receive Reports or to use the assigned log-in and password to access the website after he or she is no longer employed by or otherwise affiliated with Client.

5.4.3 Client and Permitted Users have access to the STRG website (www.str.com). Use of this site is governed by a separate Terms of Use and Privacy Policy, the terms of which are located on the "About Us" page of the Website and which are incorporated fully herein. Should the content of a particular clause, paragraph or provision in said Terms of Use and/or Privacy Policy conflict with or is different from a particular clause, paragraph or provision in this Agreement, the clause, paragraph or provision in this Agreement will govern the parties' rights and obligations.

5.5 Data Reconfiguration and Delivery.

STRG reserves the right to alter, reconfigure, or refresh the Licensed Materials or its delivery method or format to Licensee, including, but not limited to, presenting the Licensed Materials on a different on-line platform. Such alteration, reconfiguration, or



refreshment shall not impact the data points contained within the Licensed Material to which Licensee has subscribed. Furthermore, such alteration, reconfiguration, or refreshment shall not constitute a breach of this Agreement by STRG.

5.6 Assignment

Client is prohibited from assigning its rights under this Agreement or delegating any of its duties under this Agreement without prior written consent of STRG.

5.7 Entire Agreement; Modification; Translation; No Third Party Beneficiaries

With the exception of the STRG Website Terms of Use and Privacy Policy, this Agreement represents the entire understanding between the parties and there are no representations, agreements or understandings, either oral or written, other than those set forth herein. Any modification to this Agreement shall be in writing signed by both parties. Should this Agreement or any attachment be translated from English, and unless otherwise agreed to by the Parties separately in writing, the English version of the Agreement, and any attachment, shall be the controlling document. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of STRG and Client and do not create any right in favour of any third party.

5.8 Limitation of Liability

Client agrees that STRG shall not be liable for damages, including consequential damages, resulting from the use of its Data and the Reports to the extent such damages arise from or are due to incorrect, inaccurate or invalid raw data. STRG's total liability under this Agreement for any reason and for any cause of action arising out of or relating to this Agreement shall be limited to 2 times the total of all payments made by Client to STRG during the twelve (12) months immediately preceding the date the cause of action first arose.

5.9 Choice of Law and Jurisdiction

This Agreement shall be construed exclusively 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.

5.10 Severability

The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

5.11 Cybersecurity

5.11.1 Client shall use the Software in accordance with all applicable laws, rules, and regulations.

5.11.2 Client shall not introduce or permit to be introduced any file, device, software or



routine that interferes or attempts to interfere with STRG's Digital Platforms or any part hereof, including, but not limited to, any virus, worm, malicious code, Trojan horse or any other contaminating or destructive feature.

5.11.3 Client agrees not to resell, lease or sublicense to third parties the Software, or use of or access to the Software. Client also agrees not to reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software.

5.11.4 Client shall be solely responsible for obtaining and using its own anti-virus, anti-Trojan, antimalware and internet security software and appliances. STRG does not warrant that STRG's Digital Platforms, the Licensed Materials or the applicable host server(s), or any data viewed from or downloaded from STRG's Digital Platforms, will be safe or free of viruses, worms, Trojan programs or other malware or destructive mechanisms. Client is solely responsible for using appropriate internet and network security devices and/or software to ensure that no third parties take advantage of the fact that Client's computers are connected to the internet are accessing STRG's Digital Platforms through the internet.

5.11.5 Violation or default by the Licensee of any requirements or restrictions set forth herein shall constitute breach of a material provision of the Agreement.

5.12 Notices

Any notices, statements and other communications to be given under the terms of this Agreement, or otherwise related to this Agreement, shall be provided in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to Client shall be addressed to the attention of its Principal Contact as identified on the contact information sheet. Notices to STRG shall be addressed to the attention of its Managing Director.