snap+ TERMS AND CONDITIONS

Version control

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Incorporation and applicable version

These Terms and Conditions are incorporated by reference into, and form part of, the snap+ Agreement comprising the Order Form, these Terms and Conditions and the Data Protection Documents (the "Agreement"). The version of these Terms and Conditions that applies to an Agreement is the version specified in the Order Form and in force as at the Commencement Date. Conferma may issue updated versions of these Terms and Conditions from time to time, provided that any updated version shall apply prospectively only, shall be notified to the Customer, shall not apply to an Agreement before its renewal (or before it takes effect on notice given in accordance with these Terms and Conditions), and shall not materially reduce the protection afforded to the Customer during the then-current Term without the Customer's prior written agreement. Capitalised terms used in these Terms and Conditions have the meanings given to them in Schedule A (Definitions and Interpretation).

1. COMMENCEMENT AND TERM

1.1 This Agreement shall commence on the Commencement Date and shall, unless terminated earlier in accordance with the provisions of this Agreement or otherwise in accordance with Applicable Law, continue for an initial term of one (1) year (the "Initial Term"), unless a different Initial Term is specified in the Order Form. On expiry of the Initial Term, this Agreement shall continue on a rolling basis until terminated in accordance with clause 16.

1.2 Either Party may terminate this Agreement on notice in accordance with clause 16.4.

1.3 To the extent that the terms of the Order Form conflict with the terms of these Terms and Conditions, these Terms and Conditions shall prevail.

2. GRANT OF RIGHTS

2.1 In consideration of the payment of all licence fees and charges to Conferma by the Customer in accordance with clause 8, and subject to the Customer's compliance with the terms of this Agreement:

(a) Conferma hereby grants to the Customer, which grant the Customer hereby accepts, a non-exclusive, non-transferable right and licence to access and utilise snap+ and the Documentation in the Territory and during the Term for the Authorised Purpose; and

(b) Conferma hereby agrees to provide the Services to the Customer during the Term in accordance with and subject to the terms of this Agreement.

2.2 The Customer hereby grants to Conferma and its Affiliates a royalty-free non-exclusive right and licence during the Term to use the Customer's name, logo and any other trademark associated with the Customer for the purpose of:

(a) Conferma's provision of the Services to the Customer; and

(b) the promotion by Conferma of its business, snap+ and services, provided that any use by Conferma of the Customer's name, logo and any other trademark associated with the Customer for Conferma's promotional purposes shall be subject to the Customer's prior written approval (such approval not to be unreasonably withheld or delayed).

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2.3 Each Party acknowledges that the licences granted under this Agreement are non-exclusive and neither Party is restricted from entering into any similar agreement with any third party.

3. PROVISION OF snap+ AND SERVICES

3.1 The snap+ Service is a corporate hotel booking data enrichment service. For each eligible Transaction, Conferma retrieves the hotel folio or invoice documentation and, depending on the Service Tier selected in the Order Form, extracts line-item detail, validates key values against the Customer's expectations and/or requests a corrected document from the hotel. For the avoidance of doubt, the snap+ Service does not comprise the issuance of Virtual Cards or Virtual Card Numbers, the processing or settlement of payments, or the provision of tax, accounting or legal advice, and the Customer remains responsible for its own tax determinations, filings and record-keeping.

3.2 Where a Service Tier includes requesting the correction of a Folio Document, Conferma will submit a correction request to the relevant hotel or supplier using reasonable endeavours. Conferma does not warrant or guarantee that any hotel or supplier will agree to amend, reissue or correct any Folio Document, the outcome being dependent on the relevant hotel or supplier's own policies and processes, which are outside Conferma's control.

3.3 From the Commencement Date, Conferma shall (and shall procure that its Affiliates shall):

(a) provide snap+ service(s) for the Customer; and

(b) provide support services to the Customer.

3.4 To enable Conferma to maintain appropriate and sufficient performance levels across snap+ and the Services, Conferma reserves the right to perform routine maintenance across its infrastructure on a regular basis and such maintenance may require taking services offline. All scheduled maintenance will be notified to the Customer via the online status page with automated email notification available subject to subscription. Such notifications will be given at least twenty-four (24) hours prior to the work being undertaken.

3.5 Conferma shall be entitled to change or update any part of snap+ at any time, provided that, unless required by Applicable Law, rule or regulation, or in order to address any urgent security or compatibility issues with regard to snap+, such change shall not materially and adversely degrade the material functionality of snap+. Conferma shall provide the Customer with reasonable notice (and in any case not less than 30 days before such change or update, except for where such change is required by Applicable Law, rule or regulation or otherwise is necessary to ensure the security, compatibility, or continued availability of snap+, in which such change may be implemented forthwith) of any such change together with details of the proposed change and the likely impact upon snap+. In case such change requires any action from Customer, Conferma will notify Customer of such actions, and will use reasonable efforts to provide Customer with sufficient time to perform such actions.

3.6 If Conferma fails or delays in performing any of its obligations under this Agreement as a result of any wilful act or omission of Customer or its Affiliates, Conferma shall not be in breach of this Agreement by reason of such failure or delay and shall be entitled to a reasonable extension of time and to recover its additional reasonable costs to perform those obligations.

3.7 Upon receipt from an Issuer of payment information relating to deployments from a snap+-enabled VCN pool, Conferma will initiate the Service by way of fax, email or API communication to the hotel.

3.8 Upon receipt of a folio document from the hotel, Conferma will verify that the document is correctly associated to the transaction that has been applied to the particular VCN.

3.9 Once the folio document has been verified, a line-item breakdown of charges, including net, tax and gross amounts is made visible within snap+ for that deployment.

3.10 All documentation that has been retrieved will be stored within snap+ for the duration of the Agreement, including hotel company identification number and tax number if this has been provided to Conferma by the hotel.

3.11 If the initial automated retrieval process is unsuccessful, a further two automated attempts are made. Should these further attempts be

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unsuccessful, the transaction record is queued to fall under a subsequent three-attempt telephone-based manual retrieval process.

3.12 The Service provides a full audit history of the folio document retrieval activity. For the avoidance of doubt, the Service is chargeable based on the first activity made against a transaction, either retrieving the document or checking details of documents received where retrieval was not initiated by Conferma. A Transaction gives rise to a single charge on the first Chargeable Activity, regardless of the number of automated or manual retrieval attempts made under clause 4.11 and whether or not retrieval is successful.

4. USE OF snap+ AND SERVICES

4.1 Conferma shall at all times during the Term provide support for the Service(s) directly to Customer's authorised users via the Help Page and/or through ServiceNow. Support is accessible 24 hours a day, 7 days a week (00:00 Monday to 23:59 Sunday) unless otherwise stated in the Order Form. Support covers the logging, tracking and handling of Support Tickets in respect of Service Requests relating to the use of the Services. For the avoidance of doubt, Conferma does not warrant or commit to any particular response or resolution times, and no service levels shall apply, unless expressly set out in a service level agreement in the Order Form. Support does not extend to (i) the acts, omissions, policies or systems of hotels, suppliers or other third parties (including any refusal to amend a Folio Document, (ii) Customer's own systems, networks or equipment, or (iii) any matter outside Conferma's reasonable control.

4.2 Customer shall (and shall procure that its Affiliates shall) at all times during the Term:

(a) not use snap+ or the Services for any unlawful or illegal purpose;

(b) use commercially reasonable efforts to take reasonable steps to ensure that, to its knowledge, no computer viruses (or other similar devices) or any other harmful code, including any statements, symbols, computer code, programming instruction or set of instructions that is designed, or is otherwise intended, to damage, interfere with or otherwise adversely affect computer programs, data files infrastructure or hardware without the consent of the user are introduced to Conferma (or its licensors') systems and not do anything that may cause damage or interruption to snap+ or the Services or to any other user of snap+ or the Services. Including so called denial of service attacks or other similar means of service disruption;

(c) provide Conferma with such reasonable and required cooperation, information and data as Conferma reasonably requests from time to time (including relating to the performance of the Services, Account Data, Customer trademarks and (if applicable) Customer's systems) for Conferma to be able to set up snap+ for use by Customer and/or its Affiliates and to provide snap+ and Services under this Agreement;

(d) comply with all Applicable Laws, regulations, rules and regulatory guidance with respect to its activities under this Agreement;

(e) obtain and maintain all necessary licences, consents and permissions necessary for Conferma and its Affiliates to perform their obligations under this Agreement;

(f) comply with all reasonable instructions provided to by Conferma relating to the Customer's use of snap+, Services and Documentation; and

(g) be, to the extent permitted by Applicable Law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

4.3 The snap+ platform may only be accessed by Customer and its Affiliates. To access the snap+ platform, Conferma will allocate a username and password function ("**Access Credentials"**) to each authorised user. Use of Customer's Access Credentials to access the platform will be deemed by Conferma to be access by the Customer or someone with the Customer's knowledge and consent.

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4.4 In relation to the Access Credentials, Customer acknowledges and undertakes that:

(a) Customer will be responsible for the confidentiality and use of Customer's Access Credentials;

(b) Customer will change its password regularly;

(c) other than with Conferma's prior written consent, Customer will not disclose Customer's Access Credentials to other persons for any purpose whatsoever;

(d) Conferma may rely on instructions and communications entered using Customer's Access Credentials in relation to the configuration and use of the snap+ platform and its reporting.

4.5 Customer will immediately notify Conferma if Customer becomes aware of the loss, theft or disclosure to any third party of, or of any unauthorised use of, Customer's Access Credentials.

4.6 Customer shall be responsible for all use of snap+ and the Services made using its Access Credentials whether or not such use was authorised by the Customer, and shall, subject to the limitations of liability set out in clause 13, indemnify and hold Conferma harmless from and against all direct Losses arising out of or in connection with any such use. This clause 4.6 shall not apply to the extent that the relevant use or Losses result from Conferma's own breach of this Agreement, negligence or wilful misconduct.

4.7 Conferma may, acting reasonably, introduce and require additional levels of Customer identification and security, provided that such measures are proportionate, non-discriminatory and, save where required for security or legal reasons, do not materially and adversely affect the Customer's use of snap+ without reasonable prior notice.

4.8 Customer shall be responsible for the acts and omissions of its Affiliates in connection with their use of snap+ and shall, subject to the limitations of liability set out in this Agreement, defend Conferma against, and indemnify and hold harmless Conferma against all direct liabilities, costs, expenses, damages and losses (including any direct losses, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Conferma arising out of or in connection with any act or omission by any Customer Affiliate which results in a breach of this Agreement or any use or misuse of Access Credentials, but excluding any indirect or consequential losses, loss of profit or loss of reputation.

4.9 Customer is responsible for ensuring that accurate and complete billing and company details are provided to the relevant hotel or supplier at the point of booking. Customer acknowledges that where inaccurate or incomplete information is provided at the point of booking, the relevant hotel or supplier may be unable or unwilling to amend the Folio Document after issue, and that this shall not constitute a failure of the Service by Conferma.

5. CHANGE CONTROL

5.1 Other than as set out in clauses 3.5, any changes to the Order Form, snap+ or Services will be considered through the Change Control Process as described below unless otherwise agreed within the Order Form:

(a) The Party wanting the change shall discuss it with the other Party so that the change can be considered and scoped. Where a change is requested by Customer, Conferma reserves the right to invoice for its scoping and related work at its then current rates;

(b) A document stating the details associated with the change (the "**Change Request**") will be completed by Conferma with an initial price and time estimate for the change, together with a description of any other impact to snap+ or Services;

(c) Any modifications required by a Party to the Change Request will be discussed in good faith until it is agreed and executed or else withdrawn;

(d) Where the Change Request is executed, Conferma will deliver the change as specified therein; and

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(e) If Customer expressly authorises Conferma to commence performance of Services in anticipation of a Change Request being executed, if that Change Request is not then executed, Customer agrees to pay Conferma at Conferma's then current rates for such Services performed at Customer's request.

6. DATA SECURITY

6.1 Where relevant, each Party shall (and shall procure that its Affiliates shall):

(a) comply with the then-current PCI Standards to the extent applicable to Customer's Account Data, Services and, on request, promptly provide to the other Party a copy of its PCI DSS Attestation of Compliance (determined by a qualified security assessor);

(b) maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of the Customer's Account Data; and

(c) promptly notify the other Party if it knows or reasonably suspects that a Security Incident has occurred and provide to the other Party reasonable cooperation to investigate the Security Incident.

6.2 Customer shall (and shall procure that its Affiliates shall):

(a) comply with good industry practice in relation to security of its system and its environment in relation to any Account Data of Customer; and

6.3 promptly notify Conferma if it knows of or reasonably suspects that a Security Incident has occurred and provide Conferma reasonable cooperation to investigate the Security Incident.

7. PAYMENTS

7.1 In consideration of Conferma providing snap+ and the Services and granting the Customer the right to access and use the snap+ platform and Documentation in accordance with this Agreement, the Customer agrees to pay the fees and charges set out in the Order Form to Conferma. A single Fee is payable per Transaction and is triggered by the first Chargeable Activity undertaken in respect of that Transaction, whether or not the retrieval of a Folio Document is successful.

7.2 The Fee for a Chargeable Activity is payable in respect of the activity undertaken (including the submission of a correction request to a hotel or supplier, or the checking of a Folio Document) and is not conditional on any particular outcome, including whether any amendment or correction of a Folio Document is ultimately achieved.

7.3 All licence fees and charges are exclusive of all applicable sales, value-added, withholding or turnover taxes duties, tariffs or levies, all of which will be added to Conferma's invoices if and when appropriate in accordance with then Applicable Law and payable by Customer in addition.

7.4 The Customer shall pay the full undisputed amount invoiced to it by Conferma within thirty (30) days of the date of the invoice. If the Customer fails to make such payment within such time then (without prejudice to any other rights and remedies available to it) then Conferma may (at its option and without limitation):

(a) suspend the provision of snap+ and/or the Service(s) until payment is received in full, subject to at least thirty (30) days prior written notice to Customer; and/or

(b) charge interest at an annual rate equal to 5% over the then current base lending rate of the Bank of England from time to time, such interest accruing on a daily basis, commencing on the due date and continuing until fully paid, whether before or after judgment; and/or

(c) terminate this Agreement in accordance with clause 16.1 (and, for the avoidance of doubt, a failure by the Customer to pay any amount when due shall constitute a material breach of this Agreement).

7.5 All sums payable to Conferma pursuant to this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.

7.6 Conferma may increase the fees and charges set out in the Order Form on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period. The first such increase shall take effect on the first anniversary

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of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

7.7 Conferma shall provide the Customer with not less than thirty (30) days' written notice of any such increase. If the Customer does not accept the revised fees and/or charges, the Customer may terminate this Agreement by giving thirty (30) days' written notice of termination. In such circumstances, the fees and charges will remain at the last agreed rates during the notice and termination period.

8. INTELLECTUAL PROPERTY

8.1 Each of the Parties agrees not to do anything that might reasonably be expected to cause harm or bring into disrepute the other's brand or reputation.

8.2 The Customer agrees and acknowledges that all rights in and to the Intellectual Property in snap+, the Services, implementation methodology, solutions, related snap+, and any changes or modifications thereto as a result of this Agreement belong and shall belong to Conferma and the Customer shall have no rights in or to snap+ or the Services other than the right to use them in accordance with the terms of this Agreement.

8.3 Conferma grants the Customer a perpetual, irrevocable, royalty-free licence to retain, reproduce and use the Output for its internal business purposes, including its accounting, tax, audit, reconciliation and regulatory purposes. This licence shall survive termination or expiry of this Agreement.

8.4 Except as expressly authorised pursuant to this Agreement, any copying, redistribution, publication or retransmission of any portion of snap+ or the Services is strictly prohibited without the express written permission of Conferma, except that the Customer may retain, reproduce and share the Output as reasonably required for its accounting, tax, audit, reconciliation and regulatory purposes, including provision to its professional advisers, auditors and tax authorities.

8.5 The Customer agrees not to change, delete or obscure any proprietary notices from any of snap+ or the Services.

8.6 The Customer shall promptly notify Conferma in writing of any actual, threatened or suspected infringement of Conferma's Intellectual Property which comes to the Customer's notice and provide full details of such infringement. The Customer shall at the request and expense of Conferma provide Conferma with such assistance as it may reasonably require in taking any proceedings in relation to any such infringement.

8.7 Subject to clause 9.8, Conferma shall indemnify, defend and hold harmless the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property arising out of or in connection with the Customer's use of snap+ and/or receipt of the benefit of the Services, provided that the alleged infringement is not based on:

(a) a modification of snap+, Services or Documentation by anyone other than Conferma;

(b) the Customer's use of snap+, Services or Documentation in a manner contrary to the instructions given to the Customer by Conferma; or

(c) the Customer's use of snap+, Services or Documentation after notice of the alleged or actual infringement from Conferma or any appropriate authority.

8.8 If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under the indemnity at clause 9.7 ("Claim"), the Customer shall:

(a) promptly give written notice of the Claim to Conferma, specifying the nature of the Claim in reasonable detail;

(b) without prejudice to the generality of clause 9.8(c), give Conferma and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within

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the power or control of the Customer, so as to enable Conferma and its professional advisers to examine them and to take copies (at the Conferma's expense) for the purpose of assessing the Claim;

(c) provide reasonable cooperation to Conferma in the defence and settlement of such Claim; and

(d) allow Conferma to have sole authority to defend or settle the Claim.

8.9 In the defence or settlement of any Claim, Conferma may procure the right for the Customer to continue using snap+, the Services and Documentation, replace or modify snap+, the Services and/or Documentation so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on not less than two (2) Business Days' prior written notice to the Customer, without any additional liability or obligation to pay liquidated damages or other additional costs, in which case Conferma shall refund to the Customer any prepaid fees for the affected Services on a pro rata basis.

8.10 The foregoing states the Customer's sole and exclusive rights and remedies, and Conferma's (including Conferma's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality, provided that nothing in this Agreement shall limit or exclude any liability to the extent not permitted by law, or any rights or remedies available to the Customer in respect of fraud or wilful misconduct.

9. CONFIDENTIALITY

9.1 Each Party acknowledges that:

(a) in the course of performing its respective obligations under this Agreement, it may receive the other Party's Confidential Information;

(b) all rights, title and interest in and to the other Party's Confidential Information belong to the other Party or its Affiliates or the relevant customer as the case may be; and

(c) it shall have no rights in or to the other Party's Confidential Information in its possession other than the right to use such Confidential Information for the performance of its obligations under this Agreement or it obligations to the relevant customer.

9.2 Each Party shall:

(a) hold the other Party's Confidential Information in its possession in confidence and not disclose it, except to those of its Affiliates, employees or representatives or in the case of Conferma, to disclose to third-party platform providers, in each case, to whom disclosure is necessary for the performance of its obligations under this Agreement or its obligations to the relevant customer and who are similarly bound to hold the Confidential Information in confidence;

(b) not copy, duplicate or reproduce (whether in whole or part) any documents or extracts of documents containing the other Party's Confidential Information in its possession except to the extent reasonably necessary for the performance of its obligations under this Agreement or to the relevant customer;

(c) take reasonable precautions to safeguard the confidentiality of the other Party's Confidential Information in its possession, provided that such precautions are no less than the precautions it takes to protect its own Confidential Information and no less than reasonable care; and

(d) refrain from summarising or distributing the other Party's Confidential Information in its possession except to the extent reasonably necessary for the performance of its obligations under this Agreement.

9.3 Neither Party shall, without first obtaining the written consent of the other Party disclose the terms and conditions of this Agreement, except to its professional advisors, as may be required to implement and enforce the terms of this Agreement, or as may be required by court order or by law.

9.4 The provisions in this Clause 9 supersede and replace any confidentiality agreement entered into between the Parties with effect from the Commencement Date but any breach of confidence that took place prior to the Commencement Date shall be actionable solely under such confidentiality agreement.

10. DATA PROTECTION

10.1 The Parties shall comply with their respective obligations set out in the Data Protection

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Documents, which are incorporated into this Agreement by reference. The version of the Data Protection Documents that applies to this Agreement is the version specified in the Order Form and in force as at the Commencement Date. Conferma may issue updated versions of the Data Protection Documents from time to time, provided that any updated version shall apply prospectively only, shall be notified to the Customer, and shall not materially reduce the protection afforded to the Customer or to data subjects during the Term without the Customer's prior written agreement.

10.2 The Data Protection Documents contain their own definitions of core data protection terms. Where a term is defined both in these Terms and Conditions (including Schedule A) and in the Data Protection Documents, the definition in the Data Protection Documents applies for the purposes of the Data Protection Documents and in respect of data protection matters, and the definitions in Schedule A apply for all other purposes of these Terms and Conditions.

10.3 For the purposes of this Agreement, the Parties agree that:

(a) the Data Protection Documents set out the scope, nature and purpose of Processing by Conferma, the duration of the Processing and the types of Personal Data and categories of Data Subject;

(b) the Account Data may comprise Personal Data and that, in order to access, use or provide snap+ and Services, the Account Data may be used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide. Any Restricted Transfer of Customer Personal Data shall be subject to the International Data Transfer Mechanisms set out in the Data Protection Documents; and

(c) as between Conferma and Customer, for the purposes of the Privacy Laws, Conferma shall be a data processor and Customer shall be the data controller.

10.4 Customer shall (and shall procure that its Affiliates shall):

(a) provide sufficient and adequate notice to its authorised users and obtain all necessary consent (including under applicable Privacy Laws) to enable Conferma to process and use the Account Data (including any Personal Data) solely for the purposes and in the manner specified in this Agreement (including international transfer of the data); and

(b) at Conferma's reasonable request provide to Conferma copies of documents which record such notices and consents and, if Conferma reasonably believes that they do not comply with this Agreement or Applicable Law, the Customer shall act reasonably and in good faith to investigate whether they comply, make any changes that are reasonably necessary to comply and confirm to Conferma that they do comply.

11. FURTHER DEVELOPMENT OF snap+

11.1 Conferma shall be entitled to change any part of snap+, Services or Documentation at any time only to the extent reasonably necessary, provided that such changes do not materially and adversely affect the functionality, performance or security of snap+ or the Services. Conferma agrees to provide the Customer with reasonable notice of any such change together with details of the proposed change and the impact upon snap+ and/or Services.

11.2 Where a change under clause 12.1 is reasonably expected to have a material adverse impact on the Customer, Conferma shall, where reasonably practicable, use reasonable endeavours to allow the Customer a reasonable transition period to adapt to such change.

12. WARRANTIES

12.1 Each Party warrants to the other that:

(a) As at the Commencement Date it has the right, power and authority to enter into, and to perform all of its obligations and grant the rights purported to be granted under this Agreement;

(b) as at the Commencement Date the performance of its obligations under this Agreement shall not conflict with or result in a breach of any agreement to which it is a party or is otherwise bound, including any franchise or other distribution agreement;

(c) it has full authority to grant the rights that are granted in this Agreement (including, in relation to any Intellectual Property without infringing the

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Intellectual Property or other rights of any person); and

(d) it shall perform its obligations under this Agreement with reasonable skill, care and diligence.

12.2 Conferma will comply with Applicable Law applicable to Conferma as a provider of Virtual Cards, snap+ and Services. Conferma is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to snap+ and Services Customer procures under this Agreement, or that Customer's receipt of particular snap+ or Services under this agreement meets the requirements of Applicable Law.

12.3 Conferma warrants to Customer that snap+ shall perform in all material respects when used in accordance with this Agreement and the applicable Documentation. Customer acknowledges that it is responsible for ensuring that snap+ and Services meet its requirements. Except as expressly provided in this Agreement, snap+ and Services are provided on an "as is" and "as available" basis. Notwithstanding the foregoing, Conferma shall provide snap+ and the Services with reasonable skill and care and in accordance with generally accepted industry standards and shall use commercially reasonable efforts to maintain availability and to promptly remedy any material defects. Conferma does not warrant that snap+ or Services will be available, will operate or will continue to operate to any standard, will be uninterrupted or will be error-free or will meet Customer's requirements.

12.4 Conferma provides the Services on an "as is" basis and accordingly Conferma does not warrant that the use of snap+ or the provision of the Services will be error free, provided that Conferma shall use reasonable skill and care in the provision of the Services and shall use commercially reasonable efforts to ensure that the use of snap+ and the provision of the Services are substantially free from material errors.

12.5 Conferma tests and develops its web-based snap+ on the latest versions of Google Chrome, Microsoft Internet Explorer and Firefox using Windows Operating System, and Safari using Apple OS. Conferma will support all versions of these browsers for as long as they are supported by the manufacturer. Conferma cannot guarantee the operation of and does not warrant that it will be able to provide technical support for any issues that arise due to the use of unsupported operating systems and internet browsers.

12.6 The Customer accepts responsibility for the selection of snap+ and Services to achieve its intended results.

12.7 The Parties hereby agree that all other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement or any collateral contracts, whether by statute, common law or otherwise, are hereby excluded including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

12.8 Conferma retrieves and presents Folio Documents and associated data as provided by the relevant hotel or supplier. Conferma does not warrant the accuracy, completeness or correctness of any underlying Folio Document or the data it contains, or that any Folio Document issued by a hotel or supplier is free from error.

13. LIABILITY

13.1 Nothing in this Agreement limits or excludes either Party's liability:

(a) for death or personal injury caused by negligence;
(b) for fraud or fraudulent misrepresentation;
(c) under clause 9; or
(d) to the extent such limitation or exclusion is not permitted by Applicable Law.

13.2 Neither Party will be liable to the other in contract, tort (including in each case negligence) or otherwise (including in respect of any indemnified matter):

(a) for any indirect or consequential loss arising out of or in connection with this Agreement;

(b) for any of the following types of loss (whether they arise directly or indirectly): loss of business, loss of profits, loss of revenue, loss of data (save that Conferma shall seek to restore snap+ back to the agreed recovery point objective where the

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loss of data has occurred as result of service failure caused by Conferma's default); loss of anticipated savings or loss of goodwill; or

(c) for any Losses arising from a hotel's or supplier's refusal, failure or delay in amending, reissuing or correcting a Folio Document, or from any inaccuracy in a Folio Document as issued by the relevant hotel or supplier.

13.3 Except as provided in clause 14.1, each Party's maximum liability under and in connection with this Agreement whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement for any claim or series of connected claims will be limited to 100% of the sums received by Conferma from the Customer in the twelve months immediately preceding the date the claim arose or, if the Agreement has been continuing for less than twelve months, the sums it is anticipated will be received, based on the average sums received, per month, in each month of the agreement preceding the date the claim arose.

14. FORCE MAJEURE

14.1 A Party shall not be deemed to be in breach of this Agreement, nor otherwise be liable to the other for any delay or failure in performing any of its obligations under this Agreement, if such delay or failure was due to any reason of Force Majeure, or to any other cause beyond its reasonable control preventing, hindering or impeding performance, provided that:

(a) as soon as practicable after becoming aware of such delay or failure it gives the other Party written notice of such delay or failure and the reasons for it;

(b) it uses all reasonable endeavours to circumvent the causes of such delay and to mitigate their effects; and

(c) it remains liable to perform its obligations as soon as the cause of delay is lifted.

14.2 Should the event of Force Majeure continue for longer than ninety (90) days, either Party may terminate this Agreement by notice in writing to the other Party.

14.3 This clause 15 does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or obligation to pay for snap+ and Services.

15. TERMINATION

15.1 Either Party may terminate this Agreement by written notice to the other Party if:

(a) the other Party commits a material breach of any of the provisions of this Agreement and either such breach is incapable of remedy or, if capable of remedy, it fails to remedy such breach within thirty (30) days after service of a notice on it by the Party not in breach giving particulars of the breach and requiring such breach to be remedied. A breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if the defaulting Party can comply with the obligation within the thirty (30) day period;

(b) an encumbrancer takes possession of or a receiver is appointed over all or any part of the property or assets of the other Party;

(c) the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(d) the other Party becomes bankrupt or insolvent or goes into liquidation (except for the purposes of solvent amalgamation or reconstruction and in such manner that the resulting company or entity effectively agrees in a form acceptable to all Parties to be bound by or assume the obligations imposed on that other Party under this Agreement);

(e) the equivalent to clause 16.1(b) to (d) above under any other jurisdiction happens in respect of the other Party; or

(f) the other Party ceases to carry on its business.

15.2 Without prejudice to any other right or remedy Conferma may have, if the Customer is in breach of any term of this Agreement and such breach (if remediable) has not been remedied within fourteen (14) days of the date of notice in writing requiring the Customer to do so, Conferma may suspend all or part of the Services (and the Customer's access to and use of snap+) until such breach has been remedied to Conferma's reasonable satisfaction.

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15.3 Without prejudice to any other rights or remedy Conferma may have, Conferma may suspend or terminate access to a snap+ and/or Service in the event of behaviour by the Customer or its Affiliates which Conferma in its reasonable opinion deems to be inappropriate or unlawful. Customer's access to snap+ and/or Service will be restored once Conferma is satisfied that the behaviour deemed to be inappropriate or unlawful has ceased and/or been remedied to Conferma's reasonable satisfaction.

15.4 Either Party may terminate this Agreement on not less than ninety (90) days' prior written notice to the other Party, provided that such notice shall not take effect before the end of the Initial Term. On and from the end of the Initial Term, this Agreement shall continue on a rolling basis and either Party may terminate it at any time by giving the other Party not less than ninety (90) days' prior written notice. Termination under this clause 15.4 is without prejudice to any accrued rights and to the run-off provisions in clause 16.

16. CONSEQUENCES OF TERMINATION

16.1 In the event of termination or expiration of this Agreement for any reason:

(a) Conferma has the right to terminate access to snap+ and the Services for the Customer and/or its Affiliates with immediate effect;

(b) each Party shall, within twenty (20) Business Days, destroy all promotional, marketing and advertising materials relating to the other Party in its power, possession and/or control and upon request of the other Party shall certify in writing that such destruction has occurred;

(c) each Party shall immediately cease, either directly or indirectly, using the other Party's trademarks and shall, save to the extent destroyed in accordance with clause 16.1(b) within twenty (20) Business Days, return to the other Party all items (in every form and media) bearing the other Party's trademarks;

(d) each Party shall, within twenty (20) Business Days, return to the other Party all Confidential Information of the other Party in its possession or control other than to the extent that it is required to retain such Confidential Information to comply with legal obligations or as otherwise permitted by this Agreement; and

(e) each Party shall at the written request of the other Party, destroy or delete from any computer, server or other digital or electronic device all copies of the other Party's Confidential Information in its possession, whether in whole or in part, stored on any such device, to the extent that such Confidential Information is not capable of being recovered.

16.2 Notwithstanding the destruction and return obligations in clause 17.1(d) and (e) above the Customer shall be entitled to retain a copy of any such Confidential Information or other materials provided always that the same are retained and / or used solely for archive and legal or regulatory purposes. For the avoidance of doubt, any copies retained pursuant to this clause shall be subject to the provisions of clause 10 of this Agreement for so long as they are retained.

16.3 Notwithstanding the expiration or termination of this Agreement no refund of amounts paid by the Customer pursuant to clause 8 shall be made.

16.4 Run-off. On and following termination or expiry of this Agreement, Conferma shall not initiate any new Chargeable Activity, but shall complete, and shall be entitled to invoice the applicable Fees for, any Chargeable Activity already initiated in respect of a Transaction before the effective date of termination or expiry, together with any further Chargeable Activity reasonably required to conclude Transactions already in progress at that date, for a period of ninety (90) days from the effective date of termination or expiry (the "Run-Off Period"). The provisions of this Agreement relating to Fees, payment, data protection, confidentiality and liability shall continue to apply in respect of any Chargeable Activity carried out during the Run-Off Period.

16.5 Termination or expiration of this Agreement shall not affect the enforceability of any terms which by their nature and intent should survive or are intended to survive any such termination or expiration.

16.6 Termination or expiration of this Agreement shall be without prejudice to the rights, or remedies or liabilities of either Party which have accrued prior to termination, which rights, remedies and liabilities shall continue to subsist.

17. NOTICES

17.1 Any notice, demand or other communication given or made under or in connection with this

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Agreement shall be in writing, in English, and must be given (and will be deemed to have been duly given or made) as follows:

(a) if delivered by hand, on delivery at the address of the relevant Party;

(b) if sent by pre-paid registered post, five (5) Business Days after the date of posting; or

(c) if sent by email, at the time of transmission,

provided that if any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m., such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

17.2 In proving service of any notice, demand or other communication given or made, it shall be sufficient to prove that:

(a) if sent by hand or by pre-paid registered post, the envelope containing such notice was addressed to the address of the relevant Party and delivered either to that address or into the custody of the postal authorities as a pre-paid registered post; or

(b) if sent by email, that the notice was transmitted to the email address of the relevant Party.

17.3 Any notice, demand or other communication must be given at the address specified below or such other address as may be notified from time to time by that Party in accordance with this Clause 18:

If to Conferma:	
Address	As set out in the Order Form
E-mail	legal@conferma.com
For attention of	Chief Legal Officer
If to Customer:	
As set out in the Order Form	

18. NON-EXCLUSIVITY

18.1 Conferma acknowledges and agrees that it is not the exclusive supplier of any type of snap+ and/or services (including the Services) to Customer and nothing in this Agreement infers or grants to Conferma any exclusivity, in respect of any type of snap+ and/or services (including the Services).

18.2 Customer acknowledges that it is not the exclusive recipient of any type of any snap+ and/or services (including snap+ and Services) from Conferma and nothing in this Agreement infers or grants to Customer any exclusivity in respect of any type of snap+ and/or services.

19. NON-SOLICITATION

19.1 Each Party undertakes that, during the Term and for a period of twelve (12) months following the termination of this Agreement for any reason, neither it nor any of its Affiliates shall (whether directly or indirectly) employ or engage the services of any member of the other Party's personnel (whether to work as an employee of that Party or such Affiliate or as a contractor to either of them) who has (in the case of Conferma's personnel) been involved in the development of snap+ or the provision of any of the Services or who has (in the case of the Customer's personnel) been involved in use of snap+ or the Services, other than by means of a national advertising campaign open to all and not specifically targeted at the other Party's (or its Affiliates') personnel.

20. COMPLIANCE

Anti-bribery

20.1 Each Party shall:

(a) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act, and other similar laws regarding prohibitions against providing anything of value in a manner that could improperly influence a decision ("**Anti-Bribery Requirements**");

(b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Anti-Bribery Requirements and will enforce them where appropriate; and

(c) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

Anti-money laundering

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20.2 Conferma shall notify Customer of any transaction it identifies in the course of providing snap+ as being implausible or suspicious with respect to anti-money laundering and terrorism financing and shall provide Customer with such information reasonably required by Customer to allow it to file internal money laundering suspicion reports.

Anti-facilitation of tax evasion

20.3 Each Party shall promptly report to the other Party any request or demand from a third party to facilitate the evasion of tax.

Anti-modern slavery

20.4 Each Party shall, in performing its obligations under this Agreement:

(a) comply with all applicable anti-slavery and human trafficking laws statutes, regulations and codes from time to time ("**Anti-Slavery Laws**");

(b) not engage in any activity, practice or conduct that would constitute an offence under Anti-Slavery Laws;

(c) include in contracts with its subcontractors and sub-licensees' anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause; and

(d) notify the other Party as soon as it becomes aware of any actual or suspected breach of this clause 20.4.

20.5 Conferma represents and warrants, that neither it, nor its Personnel and/or Subcontractors, is the subject of any sanctions administered, or enforced, by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), His Majesty's Treasury ("**HMT**"), or other relevant sanctions authority.

20.6 Upon request, Conferma shall provide its fraud policy, which addresses the following components: list of the fraud risks associated with snap+ or Services, performed for Customer, controls in place for prevention, detection, monitoring, and remediation, of such fraud risks, including, the logging and tracking of suspicious activity upon discovery.

21. SUBCONTRACTING

21.1 Conferma may sub-contract any of its obligations under this Agreement to a Subcontractor.

21.2 Conferma shall monitor all work by Subcontractors and shall remain liable for the acts and omissions of such Subcontractors as if performed by Conferma.

22. MISCELLANEOUS

22.1 Save for as set out in clause 22, neither Party may assign, transfer, subcontract or delegate this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent shall not be unreasonably withheld or delayed. Such consent shall not be required in the case of an assignment of the whole of this Agreement to an Affiliate or as a result of a bona fide reorganisation or acquisition of its business (provided that it gives notice of the assignment to the other party as soon as reasonably possible before the assignment).

22.2 A waiver of any term, provision or condition, consent or approval under this Agreement shall be effective only if given in writing and signed by the waiving Party. Such waiver shall only be effective in the instance, and for the purpose and to the extent for which, it is given. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege of any Party shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

22.3 If for any reason any provision of this Agreement is: (i) held to be invalid, illegal, or unenforceable by any court or competent authority; or (ii) rendered invalid, illegal, or unenforceable by the introduction of, or change in, any statute, regulation, applicable code or other ordinance or in their interpretation; such provision shall be deemed deleted without prejudice to the remaining provisions of this Agreement which

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shall continue in full force and effect PROVIDED ALWAYS that the Parties shall negotiate in good faith a provision to replace the deleted provision which to the maximum extent possible achieves the same commercial effect as the deleted provision would have.

22.4 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement or arrangement between the Parties relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in this Agreement.

22.5 Save as expressly permitted by the provisions of these Terms and Conditions and the Data Protection Documents relating to the issue of updated versions, this Agreement may be varied only in writing signed by or on behalf of the Parties.

22.6 Except as expressly provided in this Agreement, the rights and remedies of the Parties in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22.7 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, association, or the relationship of principal and agent, or employer and employee, between the Parties.

22.8 No provision of this Agreement shall be enforceable by any person other than the Parties to this Agreement.

22.9 Each Party shall at its cost use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be reasonably required for the purpose of giving full effect to this Agreement.

22.10 This Agreement may be signed in any number of counterparts each of which, when signed and delivered, shall be an original, and all of which together shall constitute one agreement.

22.11 Except as expressly provided in this Agreement, each Party shall bear its own costs, charges and expenses relating to the negotiation, preparation, execution and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

23. LAW AND JURISDICTION

23.1 This Agreement and all matters arising out of or in relation to this Agreement shall be governed by and interpreted in accordance with the law of England and Wales.

23.2 The Parties submit to the exclusive jurisdiction of the courts of England and Wales save that either Party shall be entitled to bring or defend proceedings in any competent court in any jurisdiction to protect its Intellectual Property Rights or Confidential Information or obtain interim relief and/or preserve any rights of action it may have.

24. DISPUTE RESOLUTION

24.1 **Handling of Disputes**

(a) Any dispute, difference or disagreement under this Agreement ("Dispute") must be handled under this clause 25. However, nothing in this clause prevents a Party seeking urgent interim or interlocutory relief from court of law to preserve property or prevent irreparable harm.

(b) If a Party fails to comply with clause 25.1(a), the other Party need not comply with it before referring the relevant Dispute to mediation or commencing proceedings in any court or tribunal of competent jurisdiction.

(c) The Parties will continue to perform the Agreement despite any Dispute, provided that either party may exercise any of its rights under clause 16 at any time.

24.2 **Initial negotiations between parties**

A Party wishing to resolve a Dispute must notify the other party describing the Dispute in sufficient detail for the other Party to adequately evaluate it (the "**Dispute Notice**"). The Parties must attempt to resolve any Dispute by agreement through:

(i) Customer's Project Manager and Conferma's Account Executive; or

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(ii) where the representatives specified in clause 25.2(i) cannot resolve the dispute within twenty (20) Business Days after the date of the Dispute Notice, the Chief Procurement Officer of Customer and Chief Executive Officer of Conferma.

Those discussions (and documentation tendered in connection with them) will be solely to resolve the Dispute on a "without prejudice" basis (whether or not expressly designated). If the discussions performed in accordance with this clause 25.2 fail to resolve the Dispute a Party may give notice in writing ("ADR notice") to the other Party to the Dispute, referring the Dispute to mediation. Upon service of an ADR notice, the Parties agree to enter into mediation in good faith to settle such Dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the Parties within fourteen (14) days of the date of the ADR notice, the mediator will be nominated by CEDR.

24.3 Unless otherwise agreed, the mediation will start not later than twenty-eight (28) days after the date of the ADR notice.

24.4 Either Party may terminate the mediation at any time by notice to the other party and the mediator.

24.5 If the Dispute is not resolved by mediation, either party may commence proceedings in any court or tribunal of competent jurisdiction, provided that neither Party shall be prevented from commencing proceedings where such a delay does or might reasonably be expected to prejudice its right to commence said proceedings.

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SCHEDULE A

DEFINITIONS AND INTERPRETATION

Account Data	Account data consists of: (a) Cardholder Data and/or (b) Sensitive Authentication Data.
Affiliates	In relation to a Party, a business entity now or hereafter controlled by, controlling or under common control with that Party. Control exists when an entity owns or controls directly or indirectly at least fifty percent (50%) plus one share of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
Applicable Law	Means: (i) in respect of Conferma, any laws, regulations, statutes and codes in the Territory which apply to the provision of snap+, the Services and/or the performance of this Agreement; and (ii) in respect of Customer, any laws, regulations, statutes and codes in the Territory which apply to the receipt of snap+, the Services and/or the performance of this Agreement.
Authorised Purpose	Corporate invoicing and expense fulfilment and any other purpose agreed in writing between the Parties from time to time.
Brand Guidelines	The Conferma brand guidelines applicable to Customer's use of the Trademarks in accordance with this Agreement, available at https://www.conferma.com/resources/brand-guidelines/ as updated from time to time.
Business Day	A day, excluding Saturdays and Sundays, on which banks are generally open in London, England, for the transaction of normal banking business.
Card Verification Code or Value	Also known as Card Validation Code or Value, or Card Security Code. Refers to either: (1) magnetic-stripe data, or (2) printed security features. (i) Data element on a card's magnetic stripe that uses secure cryptographic processes to protect data integrity on the stripe and reveals any alteration or counterfeiting. Referred to as CAV, CVC, CVV, or CSC depending on payment card brand. The following list provides the terms for each card brand: • CAV – Card Authentication Value (JCB payment cards) • PAN CVC – Card Validation Code (MasterCard payment cards) • CVV – Card Verification Value (Visa and Discover payment cards) • CSC – Card Security Code (American Express) (ii) For Discover, JCB, MasterCard, and Visa payment cards, the second type of card verification value or code is the rightmost three-digit value printed in the signature panel area on the back of the card. For American Express payment cards, the code is a four-digit un-embossed number printed above the PAN on the face of the payment cards. The code is uniquely associated with each individual piece of plastic and ties the PAN to the plastic. The following list provides the terms for each card brand: • CID – Card Identification Number (American Express and Discover payment cards) • CAV2 – Card Authentication Value 2 (JCB payment cards)

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	• PAN CVC2 – Card Validation Code 2 (MasterCard payment cards) • CVV2 – Card Verification Value 2 (Visa payment cards).
Cardholder Data	At a minimum, Cardholder Data consists of the PAN. Cardholder Data may also appear in the form of the full PAN plus any of the following: cardholder name, expiration date and/or Card Verification Code. See Sensitive Authentication Data for additional data elements that may be transmitted or processed (but not stored) as part of a payment transaction.
Change Control Process	The process for agreeing to changes as set out in clause 6.
Commencement Date	The date specified as such in the Order Form or, if none is specified, the date on which the Order Form is last signed by the Parties.
Chargeable Activity	In respect of a Transaction, the first activity undertaken by Conferma against that Transaction, being either the retrieval (or attempted retrieval) of a Folio Document or the checking of the details of a Folio Document received where retrieval was not initiated by Conferma.
Confidential Information	In relation to a Party, any information relating to such Party's business, customers, subscribers, personnel, research, development, finances, technologies, marketing plans, business opportunities, financial or other affairs, including trade secrets and other proprietary, non-public information relating to such Party's snap+ plans, designs, costs, prices and snap+ names, or know-how but excluding information that (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault or negligence of the receiving Party; (b) is known and has been reduced to tangible form by the receiving Party at the time of disclosure and is not subject to restriction; (c) is independently developed by the receiving Party or learned by the receiving Party from third parties with no access to the information disclosed; (d) is lawfully obtained from a third party that has the right to make such disclosure; or (e) is made generally available by the disclosing Party without restriction on disclosure, and includes without limitation the contents of this Agreement.
Customer Personal Data	Any Personal Data comprised in the transaction data (or any other data) provided by the Customer.
Data Protection Documents	Conferma's snap+ Data Protection Documents published by Conferma at the Trust Centre at https://trust.conferma.com/ (or such other URL as Conferma notifies to the Customer), in the version specified in the Order Form, which include Conferma's data privacy terms, data processing particulars, security measures, international data transfer mechanisms and United States state privacy terms, together with any other data protection schedules or modules they contain from time to time, and which are incorporated into and form part of this Agreement.
Documentation	The documentation made available to the Customer by Conferma from time to time in connection with snap+ and/or the Services.
Force Majeure	In relation to a Party, a cause beyond the reasonable control of that Party, including any fire, earthquake, flood, substantial snowstorm, epidemic,

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	accident, explosion, casualty, strike, lockout, labour controversy, riot, civil disturbance, act of public enemy, embargo, war, or any failure or delay of any transportation, power, or communications system or any other or similar cause.
Folio Document	The hotel folio or invoice documentation retrieved or checked under the Service.
Issuer	The card issuer that provides payment information to Conferma in respect of VCN deployments.
GDPR	Means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and includes the UK implementation of Regulation (EU) 2016/679 under section 3 of the UK European Union (Withdrawal) Act 2018.
Initial Term	The period from the Commencement Date until the expiry of the period specified as such in the Order Form or, if not so specified, a period of one (1) year.
Intellectual Property	All patents, copyrights, design rights, trademarks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights, whether registered or unregistered, and all applications for the same, anywhere in the world.
Losses	All losses, liabilities, damages, costs (including reasonable legal and other professional costs and expenses), charges, claims and demands.
Order Form	The order form signed by the Parties which sets out the commercial particulars of the Agreement (including the Service Tier(s), fees, Territory, currency, Commencement Date and Initial Term) and which incorporates these Terms and Conditions and the Data Protection Documents by reference.
Output	The Folio Documents retrieved and the line-item and other data extracted, enriched or made available to the Customer under the Service.
PAN	Acronym for “primary account number” and also referred to as “account number.” Unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.
Party	A party to this Agreement and ‘Parties’ means both of them.
Payment Card	(a) A credit card that may be used to purchase goods and/or services subject to there being sufficient credit available in the credit account; or (b) A prepaid card that may be used to purchase goods or services subject to there being sufficient funds available in the prepaid card account.
Personal Data	Any and all personal data protected by and within the scope of the Privacy Laws.
Privacy Laws	All applicable international, federal, state, provincial, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality, security and protection of Personal Data, including, without limitation:

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	(a) the GDPR, (b) the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) ("**DPA 2018**"), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), (c) the Australian Privacy Act 1988 (Cth) No. 119 1988 (as amended), (d) the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100, et seq. and all implementing regulations promulgated by the California Attorney General to date, as amended from time to time), (e) the Singaporean Personal Data Protection Act 2012 For avoidance of doubt, each Party will be subject only to the laws, rules, regulations, directives and governmental requirements applicable to it.
Process(ing), Data Subject	Shall bear the meanings given to those terms in the Privacy Laws.
Restricted Transfer	A transfer of Customer Personal Data that is subject to the transfer restrictions in Chapter V of the GDPR, Chapter V of the UK GDPR or the equivalent provisions of any other applicable Privacy Laws.
Security Incident	An occurrence that could reasonably be considered by a Party to have potential substantial security implications to a system or its environment in relation to any Account Data of Customer or its Affiliates, including any loss, damage, alteration, destruction, unauthorised disclosure, misuse or theft of such data (whether accidental or deliberate). In the context of PCI DSS, security incidents identify suspicious or anomalous activity.
Sensitive Authentication Data	Security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate cardholders and/or authorize payment card transactions.
Services	Support services and professional services required to provide, maintain and support the Customer's access to and use of snap+.
Service Analysis	Statistical and other information related to the performance, operation and use of the Services and use data from the Services environment in aggregated form.
ServiceNow	The cloud-based workflow and service management platform provided by ServiceNow, Inc., including related modules and updates, made available to Customer for the purpose of supporting service request management, Support Tickets and other comparable service management activities.
Service Request	A request made by the Customer or an authorised user for information, advice, access, or a routine or standard service, which does not relate to an Incident and does not involve any failure, degradation or material impact to the Services.
snap+	snap+ and services to be provided by Conferma to Customer pursuant to this Agreement as set out in the Order Form (together with all updates, modifications and new versions of such snap+ released by Conferma for general sale from time to time) and any Order Forms.
Subcontractor	Any third-party entity engaged by Conferma to provide or perform a component of snap+ and Services, but shall at no time include (i) individual

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	contractors or staff augmentation suppliers to Conferma, staff from which shall be deemed to be Conferma employees for the purposes of this Agreement, (ii) Affiliates of Conferma or (iii) commodity, one-off or general suppliers to Conferma or its Affiliates.
Support Ticket	A unique reference to a Service Request that is used to record, track, investigate and document the handling, analysis and conclusion of that Service Request through ServiceNow.
Term	The Initial Term together with the Renewal Term(s) if any.
Transaction	Each VCN deployment created from a snap+-enabled VCN pool in respect of which the Service is provided.
Territory	Those approved countries set out in the Order Form as may be amended by the written agreement of the Parties from time to time.
Trademarks	Conferma's registered or unregistered trademarks or logos (whether in word or visual form) specified as such in the Brand Guidelines or the Order Form (as appropriate) as notified to Customer in writing from time to time.
UK GDPR	Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
Virtual Card	In relation to a Payment Card, either: (a) a single use virtual credit card associated with that Payment Card that may be used to purchase goods and/or services as a "card not present" transaction subject to there being sufficient credit available in the credit account; or (b) a single use virtual prepaid card associated with that Payment Card that may be used to purchase goods or services as a "card not present" transaction subject to there being sufficient funds available in the prepaid card account.
Virtual Card Number (or VCN)	In relation to a Virtual Card, the full PAN plus any of the following: cardholder name, expiration date and/or Card Verification Code.

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the definitions set out in this Schedule shall apply.

1.2. In this Agreement, unless otherwise specified, reference to:

(a) the words 'include', 'including', "for example" and "in particular" shall be interpreted as being without limitation to the generality or scope of the words to which they relate;
(b) references to 'this Agreement' shall be construed as meaning this Agreement as amended from time to time;
(c) words denoting the singular shall include the plural and vice versa;
(d) words denoting any gender shall include all genders;
(e) references to a 'Party' shall include its permitted assignees and the successors in title to that Party;
(f) a person shall include any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation, having separate legal personality or not, and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
(g) a specific statute, statutory provision or subordinate legislation shall include such statute, statutory

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provision or subordinate legislation as amended and in force from time to time and any modification, consolidation, or re-enactment of such statute, statutory provision or subordinate legislation; and

(h) recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to this Agreement.

1.3. The headings in this Agreement are for information only and are to be ignored in construing this Agreement.

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