

EXPEDIA PROPERTY COLLECT (PC) PROPERTY MANAGER AGREEMENT
Commercial Terms

These PC commercial terms (the “**Commercial Terms**”) and the attached PC terms and conditions (the “**Terms and Conditions**”, together with the Commercial Terms, the “**Agreement**”) are entered into by CozySuites (“**Property Manager**”), individually, and on behalf of each Participating Property (Property Manager and each Participating Property, individually and collectively, “**You**”) and Expedia and contain the terms according to which Expedia may make Rate Plans provided hereunder available for booking by guests through the Expedia System.

1. **Term.** The term of this Agreement begins on 7/7/22 (the “**Effective Date**”) and will remain in effect unless terminated by either You or Expedia by giving at least fourteen (14) days prior written notice to the other, or is terminated as otherwise provided in the Agreement.
2. **Terms and Conditions.** By signing this Agreement, You acknowledge that You have received, or been provided access to, and read a copy of the Terms and Conditions.
3. **Compensation.** The Compensation Percentage shall be 15 %.
4. **Fenced Bookings.** The Fenced Booking Percentage shall be 0 %.

You and Expedia enter into this Agreement by signing below. Each party represents that it has the authority to bind the respective contracting entities to the terms of this Agreement. Capitalized words used but not defined herein have the meanings ascribed to them in the Terms and Conditions. Singular words include their plural meaning and vice versa, as applicable.

<p>EXPEDIA</p> <p>By: EXPEDIA LODGING PARTNER SERVICES SÀRL, individually and on behalf of:</p> <p>Expedia do Brasil Agencia de Viagens e Turismo Ltda. Expedia, Inc.</p> <p><i>Naomi Barlow</i> <small>Naomi Barlow (Jul 15, 2022 18:03 GMT+2)</small></p> <p>Signature: _____ Name: Naomi Barlow Title: Senior Finance Director</p> <p>Jul 15, 2022</p>	<p>PROPERTY MANAGER</p> <p>By: <u>CozySuites</u> Individually and on behalf of each Participating Property:</p> <p>Signature: <i>Victor Chen</i> Name: <u>Victor Chen</u> Title: <u>Member, Squared Living LLC dba CozySuites</u></p> <p>Property Manager Address: <u>5900 Balcones Drive, STE 4393</u> <u>Austin, TX 78731</u> _____ _____</p> <p>Fax Number: <u>NA</u> Email: <u>partnerships@cozysuites.co</u></p>
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TERMS AND CONDITIONS

A. PROPERTY COLLECT BOOKINGS

1. Compensation. For each night covered by a Property Collect Booking, Expedia will be entitled to compensation (the “**Compensation**”) equal to the Compensation Percentage of the Reservation Price and Property Fees. The Parties agree that the Compensation may be increased at Your discretion.

2. Property Collect Bookings. For each Property Collect Booking, You permit bookings by guests with the relevant Participating Property through the Expedia System, with You acting on behalf of the relevant Participating Property, but Expedia will not collect any advance payments from guests at the time of such booking. You acknowledge that You will be responsible for collecting the relevant Reservation Price, Taxes, Property Fees and any other amounts or charges (to the extent, if any, not included in the Reservation Price but due and payable from guests as described in the Expedia Interface) directly from guests at the time of check-out unless otherwise agreed by the Parties. For each Property Collect Booking, You will pay to Expedia the relevant Compensation in the manner described in Section A.4. It should be noted that the Expedia Interface and/or other Expedia resources may refer to “Hotel Collect” and not contain any references to Property Collect. In such instances, references to “Hotel Collect” should generally be understood to refer to Property Collect and the applicable terms of this Agreement, as applicable.

3. Fenced Bookings. You agree that for each Rate Plan for Property Collect Bookings You provide, Expedia will create on Your behalf (or You will create) a Rate Plan for Fenced Bookings. Each Fenced Booking Rate Plan will be the Rate Plan applicable to the corresponding Property Collect Booking reduced by the Fenced Booking Percentage. The Parties agree that the Fenced Booking Percentage may be increased at Your discretion. For each reserved night covered by a Fenced Booking, You will be entitled to an amount equal to the Fenced Booking Reservation Price reduced by the Compensation, plus Taxes (except for Taxes that Expedia pays, or will pay, directly to the applicable Tax authority) paid by the guest. You may enforce black-out dates or other availability restrictions on Rates or Rate Plans for Fenced Bookings based on Your revenue management strategy in the manner provided through the Expedia Interface, so long as these availability restrictions are properly communicated to Expedia in advance. You may discontinue participation in Fenced Bookings by opting out in the manner provided through the Expedia Interface.

4. Payments for Bookings. Expedia will submit invoices for Bookings to You through Expedia’s then-current invoicing system. You agree that payment for all invoices for Bookings shall be due upon receipt using one of the payment options available to You in the Expedia Interface. If you are unable to access the Expedia Interface, Your payment method will be determined by Expedia and communicated to You. You agree not to use a third party to process payments for Bookings on Your behalf without Expedia’s consent and Expedia may implement a fee in respect of any such use of a third party payment processor. You agree that if your payment method results in Expedia incurring bank fees or other similar charges, You will reimburse Expedia for such bank fees or similar charges. Payments not made within fifteen (15) days of the date of the invoice may be subject to late charges equal to 2%, or the maximum amount permitted by law, whichever is lower, of the outstanding balance for each month (or portion thereof) the payment is overdue. Unless You notify Expedia of a no-show or cancellation of a Booking, or a change to a Booking, in the manner and within the time period set forth in the Expedia Interface, as the same may be updated by Expedia from time to time, Expedia shall be entitled to, and shall invoice You for, Compensation on the entire length of stay of such Booking as booked through the Expedia System. Expedia also may contact guests to confirm the accuracy of any documentation submitted by You in connection with any such notice. Expedia reserves the right to make changes or updates to its invoicing system, payment methods and/or invoicing requirements at any time.

5. No Additional Expenditures. The Parties acknowledge and agree that the amounts received by Expedia under this Agreement adequately cover the services Expedia has agreed to provide in accordance with this Agreement. The Parties further acknowledge that Expedia will not incur any exceptional and/or additional expenditure relating to any of Your Bookings without Your prior agreement to reimburse Expedia fully for any such exceptional and/or additional expenditure.

B. GENERAL TERMS

1. Term. The term of this Agreement begins on the Effective Date and will remain in effect unless terminated by either You or Expedia by giving at least fourteen (14) days prior written notice to the other, or is terminated as otherwise provided in the Agreement.

2. Rates and Availability.

a. **Availability.** During the Term, You will at all times make unbooked Participating Properties available for display on and booking through the Expedia System. The Parties agree that Expedia will be permitted to make Participating Properties available for booking in its discretion as Property Collect Bookings and/or Fenced Bookings.

b. **Rates.** You agree that the Rates and Rate Plans You provide to Expedia will be equal to or better than those made available through Your own or any third-party booking or distribution channels, except in respect of Designated Country Properties, if applicable, with respect to which the Rate Plans Properties provide to Expedia for booking by guests through the Expedia System will be equal to or better than those made available through Properties' own Online Public booking or distribution channels. Any rules, restrictions, policies, and/or conditions (including rules associated with cancellation) applicable to any Rate You make available through the Expedia System shall be no more restrictive than those applicable to any comparable rate that You make available through Your own or any third-party booking or distribution channels, except in respect of Designated Country Properties, if applicable, with respect to which such rules, restrictions, policies and/or conditions shall be no more restrictive than those applicable to any comparable accommodation that the relevant Property makes available through Properties' own Online Public booking or distribution channels. Subject to Sections A.3, B.4.b and B.4.e, and unless otherwise agreed, You instruct Expedia not to display Property Collect Bookings with a Reservation Price lower than the relevant Best Available Rate or, in the case of Fenced Bookings, not to display with a Reservation Price lower than the relevant Best Available Rate reduced by the Fenced Booking Percentage.

3. Guest Experience.

a. **Guest Experience.** You acknowledge that You will not treat any guest that books through the Expedia System differently than You treat any other guest that books through Your own or any third-party booking or distribution channels, including, without limitation, with respect to the handling of overbooking situations, the provision of customer service and, except in respect of Designated Country Properties, if applicable, the amenities available or the amount and charging of Property Fees. Designated Country Properties shall not treat any guest that books through the Expedia System differently than it treats any other guest that books through Properties' own Online Public booking or distribution channels in respect of amenities available or the amount and charging of Property Fees and/or credit or debit card fees or surcharges to the extent that such fees or surcharges are permitted pursuant to Section B.4.b.

b. **Cancellation; No Shows; Regulatory Cancellations.** You agree that Your cancellation and no-show policies offered through the Expedia System will (i) be at least as favorable as any cancellation or no show policies offered by You through Your own Online Public or any third-party booking or distribution channels and (ii) comply with applicable laws, if any, in the jurisdictions where the relevant Participating Properties are located. Subject to the terms and conditions of Your relevant cancellation policy, Expedia reserves the right to cancel a Booking at any time. Except as may be made available to You in the Expedia Interface, You shall not cancel any Booking and shall not encourage guests to cancel Bookings. If You have not entered Your cancellation policies into the Expedia Interface, Expedia's default cancellation policy will apply. Expedia is entitled to the Compensation Percentage of any penalty amounts charged to guests for no-shows, cancellations or similar booking modifications. If Expedia cancels all or part of a Booking to comply with applicable Short Term Rental Laws or any other applicable laws, You agree to (i) waive any and all terms and conditions of Your relevant cancellation policy and (ii) reimburse Expedia for all expenses (including any Taxes) incurred by Expedia in securing alternative arrangements for the affected guest, including applicable charges at the alternative property and associated guest relocation costs.

c. **Relocations.** If You are, or reasonably believe that You will be, unable to honor a Booking, You agree that You will immediately (i) notify Expedia of such inability, (ii) relocate the affected guest to a comparable property (i.e. within the original booking area, with sleeping accommodations for the same or a greater number of guests, the same or a greater number of bedrooms and bathrooms, and with similar amenities) and with the same star class or equivalent classification rating, if applicable, (iii) pre-pay or make other arrangements to cover the charges at

such property for the nights in question and all transportation and associated relocation costs to such property, and (iv) waive any additional fees or other payments that would otherwise be payable to You by Expedia or the guest as a result of the Booking. Expedia reserves the right, in its sole discretion, to perform items (ii) and/or (iii) above directly, in which case You agree to reimburse Expedia for all expenses (including any Taxes) incurred by Expedia in securing such alternative arrangements, including applicable charges at the alternative property and associated guest relocation costs.

d. Complaints. You agree to respond to any guest complaints relating Your Property in a prompt and reasonable manner. If a guest cancels all or part of a Booking as a result of dissatisfaction with Your accommodations or services, Expedia may refund some or all of the amounts paid by such guest for such Booking, and You will reimburse Expedia for any such refunded amounts within thirty (30) days of receipt of written request for reimbursement.

4. Loading and Display of Rates and Information.

a. Participating Property Information and Expedia Interface; Merchant Payment Information; Performance by Participating Properties. You agree to use the Expedia Interface to enter or modify all relevant information relating to each Participating Property's Rates, availability, applicable Tax rates, Property Fees, Property Information, cancellation and no show policies, Facility Policies, and/or to provide or modify the relevant account information and preferred payment and notice practices. You acknowledge and agree that Facility Policies shall comply with all applicable laws and shall not significantly limit a guest's reasonable use and enjoyment of the relevant Participating Property. Expedia may restrict or condition the use of Facility Policies at any time and/or require that specific information related to Facility Policies be entered into the Expedia Interface (or otherwise provided by You to Expedia in a manner acceptable to Expedia). Expedia may terminate this Agreement with respect to specific Participating Properties or Property Manager, as applicable, if Expedia determines, in its sole discretion, that the applicable Facility Policies do not comply with the requirements set forth in this Section B.4.a. You acknowledge that You are responsible for the accuracy of all facts and information You provide to Expedia regarding the Participating Properties. In no event shall Expedia be liable for the content of information provided by You to Expedia. You agree to advise Expedia immediately if any such information is incomplete or inaccurate. You must also advise Expedia immediately if, for any reason, any Participating Property is no longer, or facts arise that will or may cause any Participating Property not to be managed by or otherwise represented by You for purposes of this Agreement. You will submit to Expedia a fully-completed Merchant Payment Information Form and any additional information required by any future updates to such form for each Property. In the event of a change of Property ownership that terminates Your right to represent or legally bind the relevant Property or requires any change to the information included in the Merchant Payment Information Form and/or the Expedia Interface relating to the relevant Participating Property, You will (i) update such information through the Expedia Interface and/or by submitting an updated Merchant Payment Information Form, as applicable, or if You are unable to update such information through the Expedia Interface, (ii) You will provide fifteen (15) days written notice to Expedia of such change, which notice shall be sent in accordance with the provisions included in Section B.6.i of this Agreement. You shall cause each Property to agree to become a Participating Property under this Agreement. You acknowledge and agree that You shall take all actions needed to ensure each Participating Property's proper and prompt performance of the terms and conditions set forth herein, including without limitation prompt enforcement of any and all contracts or arrangements pursuant to which You are authorized to instruct Expedia to make Participating Properties available under this Agreement. In the event a Participating Property fails to perform any obligation under this Agreement, Property Manager shall be responsible for such non-performance and shall take whatever actions may be necessary to promptly cure any such non-performance.

b. Rate Information. You acknowledge that You are solely responsible for the accuracy of the information that You enter into the Expedia Interface. You authorize Expedia to ascertain in accordance with this Agreement, the Rates (as well as the Reservation Prices), together with any Property Fees or other amounts payable, based on information entered by You through the Expedia Interface (or otherwise provided by You to Expedia in a manner acceptable to Expedia). Any action by Expedia to derive Rates, Property Fees, Taxes or other amounts on Your behalf shall be deemed to be Your action, for purposes of this Agreement. Notwithstanding the foregoing, You acknowledge that You will immediately notify Expedia if You believe that Expedia has incorrectly derived any Rates, Reservation Prices, Property Fees, Taxes or other amounts relating to any Property. You agree to honor all Bookings made during the Term at the Rate in the Expedia Interface and at the Reservation Price (together with any Property Fees and/or Taxes) shown on the Expedia System at the time such Booking occurred, including

Bookings with stay-dates occurring after the expiration or termination of this Agreement. You agree to update the Rates, Property Fees, Taxes and other amounts entered into the Expedia Interface (or the information entered by each Participating Property necessary for Expedia to derive them) as necessary and in accordance with this Agreement. You agree that Your Rates and Property Fees will not unlawfully increase in reaction to the occurrence or threatened occurrence of a Force Majeure Event. You accept that you will not require guests to pay any fees or surcharges relating to their payment process or method (e.g., guests will not be charged any fees or surcharges for credit or debit card payments), unless such fees or surcharges are specifically allowed by local law and notified to Expedia.

c. Merchandising; Intellectual Property. You grant Expedia and each of its Affiliates the worldwide, nonexclusive, royalty-free, fully paid right and license, in any and all media now known or hereafter discovered or developed, to use, reproduce, distribute, display, and prepare derivative works from the Property Information for purposes of identifying, promoting, merchandising and/or obtaining Bookings for the Participating Properties. In addition, You agree to provide Expedia Property Information through the Expedia Interface or as otherwise requested by Expedia. You represent and warrant that You are the owner or authorized licensee of all of the Property Information and that such content, and Expedia's and any of its Affiliates' use, reproduction, distribution and display of such content, does not and will not violate the rights of any third party. To the extent Your consent is required for Expedia to utilize the right and license above, You represent that You have all necessary rights and provide Your consent and agree that Your consent may be shared directly with third parties. You shall not submit Property Information to Expedia that is subject to limitations on term, type or nature of use, unless Expedia agrees to accept such Property Information and provided that You agree to inform Expedia when such use is no longer permitted. Any additional advertising or marketing to be performed for You shall be governed by Expedia's then-standard marketing terms and conditions. Expedia may remove any Property Information, or edit any Property Information that Expedia believes to be inaccurate or inappropriate. This Agreement does not grant You any ownership interest in, or any express or implied license or right to, any of the Materials or to any software or intellectual property rights owned by or licensed to Expedia or any of its Affiliates. The Property Information You provide to Expedia under this Agreement will be equal to or better than what You make available through Your own or any third-party booking or distribution channels.

d. Classification Ratings. Subject to applicable laws and regulations, You agree that (i) Expedia will make the final determination of any Expedia star class or equivalent classification rating assigned to a Participating Property, if any, and (ii) an Expedia star class or equivalent classification rating assigned to a Participating Property may be changed by Expedia from time to time in its sole discretion. To the extent any Participating Property has an officially mandated star class or equivalent classification rating, You agree to provide such rating, and its source, to Expedia.

e. Display; Special Programs and Discounts. Participating Properties displayed on the Expedia System will appear in an order determined by Expedia in its sole discretion. You agree Expedia and/or certain of its Affiliates may also on occasion offer discount pricing for Participating Properties; provided, that (i) any such offers shall be available with respect to a broad number of properties and not limited to a single Participating Property and (ii) to the extent You and Expedia have not agreed otherwise with respect to any particular offer, any such discount will be funded by a reduction to the Compensation otherwise payable by You to Expedia or retained by Expedia. At Your request and upon reasonable notice, Expedia will meet with You to discuss any such offers and Your participation in them. You acknowledge and agree that benefits offered to guests by Expedia and any of its Affiliates through their respective loyalty programs or through customer service coupons shall not be a violation of this Agreement.

5. Operational Matters.

a. Booking Process. Expedia will provide You notice of each Booking processed through the Expedia System. You will provide Expedia confirmation of receipt of every Booking notification within forty-eight (48) hours of Expedia's notification being delivered to You. You must honor every Booking for which You receive a Booking notification.

b. Anti-Fraud Cooperation. You acknowledge that You are solely responsible for ensuring that the identification presented by any guest is valid and matches the Booking information provided to You by Expedia. If the relevant Participating Property does not have a front desk or other means to physically verify guest identification, You may use other commercially reasonable methods to comply with Your obligations in the previous sentence, provided that, any such alternative method shall comply with the requirements of Section B.5.c. of this Agreement. If a

Party believes a Booking may be or is fraudulent, or certain data provided by a guest cannot be verified, then the Parties will work together in good faith to address such fraudulent or potentially fraudulent Booking. In the event of a fraudulent or potentially fraudulent Booking, Expedia may cancel such Booking at any time. You acknowledge that neither Expedia nor any of its Affiliates shall have any liability to You in connection with any fraudulent or potentially fraudulent Booking. If, as a result of an investigation into a fraudulent Booking, Expedia recommends fraud prevention actions to You, You agree that You will implement such recommendations within a reasonable timeframe.

c. Personal Data and Security. (i) Each Party agrees that it has in place and will maintain, or will establish and maintain, adequate security procedures and controls to prevent the unintended disclosure of, and the unauthorized access to or misappropriation of, any personal data or information of any guest. Each Party agrees that it will process, store, transmit and access any guest information in compliance with applicable law and, for guest information that includes payment information (including, without limitation, credit card, debit card, or financial account information), will do so in compliance with the current Payment Card Information Data Security Standard ("PCI DSS"). Unless You receive consent directly from the guest, You and Your affiliates will not directly or indirectly, engage in any solicited or unsolicited marketing, promotional, or similar communications, with any guest that has booked a Property through the Expedia System. (ii) This Section B.5.c.ii applies to circumstances where You are responsible for charging and/or collecting payment from the guest for such Booking and Expedia possesses, stores, processes, or transmits guests' cardholder data on Your behalf, or to the extent that Expedia could impact the security of Your cardholder data environment: Expedia acknowledges that Expedia is responsible for the security of cardholder data that Expedia possesses, stores, processes or transmits and will comply with the PCI DSS as issued by the PCI Security Standard Council, as updated from time to time.

d. Health and Safety. At Expedia's request, You agree to promptly provide Expedia with copies of each Participating Property's operating licenses and/or similar certificates, if any, indicating the relevant Participating Property's compliance with the health and safety obligations, if any, required for the relevant Participating Properties to operate legally in the jurisdictions in which such Participating Properties operate. In addition, Expedia may provide You with a health and safety self-assessment questionnaire from time to time for some or all of the Participating Properties, and You agree to supply the information requested in the self-assessment in a timely manner. Further, You agree to permit any employee of or consultant appointed by Expedia to carry out health and safety reviews of any of the Participating Properties. If, as a result of a self-assessment or a health and safety review, Expedia recommends health and safety enhancements or changes for any Property, You agree that You will implement such recommendations within a timeframe to be mutually agreed upon by You and Expedia. In the event that You fail to comply with Your obligations under this Section B.5.d, Expedia may terminate this Agreement immediately with respect to specific Participating Properties or all Participating Properties, as applicable, upon written notice to You.

e. Taxes. (i) Each Property acknowledges that it is solely responsible for the accuracy of Tax rate information, the identification of applicable Taxes and any changes to the Tax rates entered into the Expedia Interface. You are responsible for accounting to the applicable governmental authority for any Taxes applicable to any amounts received by You with respect to any Bookings and/or in consideration for the services that You provide. Upon request, You will provide documentation to substantiate Your registration with and/or remittance of Taxes to any applicable governmental authority or to provide such other information or documentation as Expedia requests to comply with its Tax obligations. Property Manager acknowledges that the Tax information entered into the Expedia Interface is based on the Rate Property Manager provides to Expedia to facilitate a Booking. (ii) The Compensation is exclusive of any sales, value-added, turnover, withholding or other transaction-based Tax, and where such Tax applies, You shall pay the Compensation to Expedia in cleared funds, without any deduction or set-off, and exclusive of and without any deduction for, or on account of, any Taxes, or withholdings of any kind. In the event that You are required to make such a deduction or withholding, You agree that the Compensation will not be less than the Compensation that Expedia would have received had no deduction or withholding been required. (iii) If requested by Expedia, You will promptly provide Expedia with valid Tax invoices in respect of any transactions entered into under this Agreement, where Taxes are chargeable under applicable law. (iv) Property Manager shall deliver to Expedia, prior to receipt of any payment hereunder, a duly completed and signed copy of IRS Form W-9, IRS Form W-8BEN-E, or IRS Form W-8ECI (or any successor thereto) to establish that it is not subject to withholding or is entitled to an exemption from, or reduction of, withholding tax, as applicable. Where Property Manager delivers to Expedia IRS Form W-8BEN-E or IRS Form W-8ECI (or any successor thereto), Property Manager acknowledges that it is the beneficial owner of all payments from Expedia to it under this

Agreement for U.S. Federal income tax purposes. Property Manager shall (A) promptly notify Expedia of any change in circumstances that impacts the validity of the information previously provided, including that which would cause Property Manager to be subject to withholding or modify or render invalid any claimed exemption or reduction of withholding tax, and (B) take any action that may be necessary to avoid any requirement that Expedia make any deduction or withholding for Taxes from amounts payable to Property Manager. Property Manager shall provide Expedia with an updated version of IRS Form W-8BEN-E or IRS Form W-8ECI (or any successor thereto) every three years. If Property Manager fails to perform any of its obligations under this Section B.5.e, then Expedia shall be entitled to deduct and withhold from any payment to the relevant Property such amounts as Expedia is required to deduct and withhold under applicable law. All amounts withheld by Expedia pursuant to this Section B.5.e shall be treated as paid to the relevant Property for purposes of Section A.4.

6. Miscellaneous.

a. Confidentiality and Public Statements. The Parties agree that any confidential, proprietary, know-how or trade secret information of any Party in any form that is designated as "confidential" or that a reasonable person knows or reasonably should understand to be confidential ("Confidential Information") will only be used for the purposes of this Agreement. Without the express written consent of the Party whose Confidential Information will be disclosed, during and after the Term, no Party will disclose or allow the disclosure of any Confidential Information of another Party to any third party. Entities directly or indirectly controlled by Expedia, Inc. shall not be considered third parties for the purpose of this Section B.6.a. Each Party may disclose Confidential Information to its employees, directors, officers, agents, independent contractors and consultants (or to those of entities described in the previous sentence) on a need-to-know basis, provided that the receiving Party shall ensure that such persons are aware of and, shall require compliance with all the provisions of this Section B.6.a. For the avoidance of doubt, "Confidential Information" includes, but is not limited to, information (i) provided by a guest in connection with any Booking, or (ii) provided by Expedia or any of its Affiliates, or otherwise obtained by You, in connection with this Agreement, including without limitation, the terms and conditions of this Agreement. "Confidential Information" does not include any information that (A) becomes publicly available without the receiving Party's breach of any obligation owed to the disclosing Party, (B) was known to the receiving Party prior to the disclosing Party's disclosure of such information, (C) became known to the receiving Party from a source other than the disclosing Party where such source did not breach an obligation of confidentiality owed to the disclosing Party, or (D) is independently developed by the receiving Party. A Party may disclose another Party's Confidential Information if required to do so to comply with a court order or other government demand; provided, that prior to disclosure, You must seek the highest level of protection available and provide Expedia with reasonable advance notice. All Confidential Information will remain the exclusive property of the disclosing Party. No Party shall issue or participate in any press release or other public announcement, confirmation or statement regarding this Agreement or the contents of this Agreement without the other Party's prior written consent.

b. Disputes; Other Charges. If a dispute arises with respect to any payment obligation under this Agreement, the Parties will work together in good faith to resolve such dispute, and until such dispute has been resolved in a manner satisfactory to the Parties, You will not (i) apply any payment received for any other Booking or invoice to the disputed Booking or invoice, (ii) charge or attempt to charge the guest directly for the disputed amount, (iii) refuse to honor any guest's Booking, or (iv) take any other action likely to interfere with the fulfillment or enjoyment of any guest's Booking. You are responsible for any changes or services requested by a guest directly from You and You are solely responsible for collecting from the guest any charges for such changes or services and such collection must be done in compliance with the requirements of Section B.5.c above, as applicable.

c. Books and Records. Subject to the terms of this Section B.6.c, Expedia's books and records with respect to this Agreement, including without limitation, any information contained in the Expedia Interface or the Expedia System, or in any facsimile or electronic communication submitted by You or Expedia, will constitute evidence of Your receipt of Bookings made by guests through the Expedia System and the amount of the applicable Compensation in respect of such Bookings. Furthermore, You acknowledge that Expedia generally has no knowledge of (i) guests' actual arrival or departure dates, (ii) any cancellation notice that may be given by guests directly to You, or whether any such cancellation notice as may be given is sufficient under Your relevant policies to relieve guests (and Expedia) of all or any portion of the charges otherwise due to You, or (iii) any adjustment that may be negotiated by You directly with guests with respect to reductions in rate, duration of stay, or

otherwise. Accordingly, You agree that Expedia and its Affiliates shall be entitled to rely upon and accept as accurate any information relating to Bookings received by Expedia from You.

d. Limitations. (i) Except as expressly described in this Agreement, no Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. (ii) Nothing in this Agreement shall limit or exclude either Party's liability for fraud, death or personal injury caused by negligence, any other liability which cannot be limited by law, or any liability it has under an express obligation in this Agreement to indemnify the other Party. (iii) Expedia may, at any time and in its sole discretion, refuse to offer, display, or list for booking any Participating Property made available by You through the Expedia System. (iv) Expedia may change, suspend or discontinue all or any aspects of the Expedia Interface, including its availability, at any time, and may suspend or terminate all or any aspects of Your access to the Expedia Interface for Your breach of this Agreement. (v) Expedia makes no representations or warranties regarding the Expedia System or any Participating Property, including any temporary or permanent interruption of the operation of the Expedia System, or with respect to the number, frequency, or type of accommodations booked through the Expedia System. (vi) With respect to Bookings, nothing in this Agreement constitutes a sale or rental of any Participating Property to or by Expedia.

e. Representations and Warranties. (i) Each Party represents and warrants that: (A) it is duly organized and validly existing under the laws of its state of organization and has full entity power and authority to enter into this Agreement and carry out the provisions included in this Agreement, (B) such Party is authorized to enter into this Agreement and perform its obligations under this Agreement, and (C) this Agreement constitutes a valid and binding obligation enforceable against such Party in accordance with its terms. (ii) Property Manager represents, warrants and covenants that it owns, manages, or is otherwise authorized to represent and legally bind each of the Participating Properties and each individual that accepts the terms and conditions set forth in this Agreement on behalf of Property Manager represents, warrants and covenants that s/he owns or manages or is otherwise authorized to represent and legally bind Property Manager and each of the Participating Properties. (iii) You represent and warrant that You shall perform Your obligations under this Agreement. (iv) In addition to any other representations and warranties made by You in this Agreement, You hereby represent and warrant that: (A) You have been authorized to enter into this Agreement on behalf of the Property Manager and the Participating Properties and to take such action on their behalf, (B) Property Manager may act on behalf of the Participating Properties, (C) each Participating Property has been provided access to and agrees to be bound by the terms and conditions of this Agreement, (D) Your performance of obligations under this Agreement will not violate any agreement or obligation between You and any third party, including, but not limited to, obligations set forth in lease or rental agreements and/or homeowners' association covenants and/or similar agreements or obligations relating to the underlying real property of each Participating Property, (E) Each Participating Property's performance under this Agreement will comply with the terms of this Agreement, and (F) You hold all licenses, permits and authorizations required to make each Participating Property available for booking through the Expedia System and to otherwise comply with Your obligations under this Agreement.

f. Economic Sanctions. You represent and warrant on a continuing basis that (i) You are not (A) the direct or indirect subject of, (B) owned or controlled by those that are the subject of, (C) acting in violation of (including, but not limited to, marketing or promotional activities) any Economic Sanctions, or (D) a Restricted Person; (ii) no payments made by Expedia shall be used in violation of Economic Sanctions or to a Restricted Person and no payments received by Expedia are from a Restricted Person, related to, or otherwise generated by, activities that have taken place in violation of Economic Sanctions; and (iii) You will notify Expedia immediately in respect of any breach of this Section B.6.f and any breach shall be deemed a material breach not capable of remedy and Expedia may immediately terminate this Agreement.

g. Insurance. To the extent that Participating Properties are located in jurisdictions with Short Term Rental Laws or other laws that require the relevant Participating Properties to be covered by liability or other types of insurance, You represent and warrant that each such relevant Participating Property is covered by insurance which complies with all such applicable laws. To the extent that Participating Properties are located in jurisdictions without legally-mandated insurance requirements to operate legally, You represent and warrant that each relevant Participating Property is covered by liability insurance coverage in an amount that is consistent with best industry practice. For the avoidance of doubt, such liability insurance coverage must not exclude business activities and/or the renting, arranging or recommending of any accommodations by or for others. To the extent permitted by law, You will either (i) name Expedia as an additional insured on such liability insurance policies, and,

deliver to Expedia certificates of insurance that verify compliance with the preceding clause or (ii) provide other evidence of insurance acceptable to Expedia. You will cause Expedia to receive thirty (30) days' prior written notice before the termination of such liability insurance. No later than ten (10) days prior to the termination date of such liability insurance policies, You will deliver new certificates (or other evidence) of insurance to Expedia for liability insurance in effect for each relevant Participating Property. Expedia may terminate this Agreement immediately upon written notice to You if You fail to comply with this Section B.6.g.

h. Indemnification. Expedia agrees, at its expense, to indemnify and defend Properties and any of Properties' officers, directors, employees, or agents ("Properties' Indemnitees") against any third-party claim or action; such indemnity to be limited to the loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses) directly incurred by Properties' Indemnitees from that third-party claim or action and to apply only where such claim or action arose from breach or default by Expedia under this Agreement, including, without limitation, a breach of any representation, warranty or covenant. Properties agree, at Properties' expense to indemnify and defend Expedia, each of its Affiliates and any of Expedia's or any of its Affiliates' officers, directors, employees, or agents ("Expedia's Indemnitees") against any third-party claim or action; such indemnity to be limited to the loss, damage, expense or other liability (including without limitation, attorneys' fees and expenses) directly incurred by Expedia's Indemnitees from that third-party claim or action and to apply only where such claim or action arose from or relates to (i) Properties' accommodations or services, (ii) the performance of Properties' duties and obligations under this Agreement or any breach or default by Properties under this Agreement, including, without limitation, a breach of any representation, warranty or covenant, (iii) the inaccuracy of any information provided by Properties in respect of a Participating Property, or (iv) any allegation that Expedia's or any of its Affiliates' use, reproduction, distribution or display of the Property Information as permitted under this Agreement infringes or misappropriates the intellectual property rights of any third party. Properties agree to use counsel reasonably satisfactory to Expedia to defend any indemnified claim, and Expedia may participate in the defense or settlement of any claim at any time using attorneys selected by Expedia. Properties also agree not to consent to the entry of any settlement or judgment without Expedia's prior written consent, which consent will not be unreasonably withheld.

i. Notices. All notices must be in English, in writing, and sent by fax or a nationally recognized overnight air courier to the applicable fax number or address included in this Agreement, or such other notice address/fax delivered in a manner permitted by this Section B.6.i; provided, that Expedia may also provide notice to You by electronic transmission or via the Expedia Interface. Expedia's notice address/fax is: 333 108th Ave. NE, Bellevue, WA 98004, 425-679-7251, Attn: General Counsel (Fax: 425-679-7251), with a copy to c/o Expedia.com Ltd., The Angel Building, 407 St John Street, London, England EC1V 4EX, United Kingdom, Attn: Legal Department (Fax: +44 20 7019 2008). Your notice address/fax/electronic mail address will be Your then-current address/fax/electronic mail address as entered into the Expedia Partner Interface by You.

j. Assurances. Expedia reserves the right to recoupment and offset for any amounts owed to Expedia by You under this Agreement or any other agreement between You and Expedia and/or any of its Affiliates.

k. Amendment. Expedia reserves the right to modify and impose new or additional terms and conditions to this Agreement at any time. Expedia will provide written notice of any such changes to the terms in accordance with the notice provisions included in Section B.6.i of this Agreement. If You do not accept such modifications or new or additional terms and conditions, You may terminate this Agreement upon written notice to Expedia. Your failure to exercise Your right to terminate this Agreement within thirty (30) days after notice of any modification or new or additional terms and conditions to this Agreement will constitute Your acceptance of such changes. You agree that the termination right provided in this Section B.6.k does not apply to updates to the definition of "Expedia" or, if applicable to You, to updates to the terms and conditions located at <https://expedi/connectivity.com/terms>. No modification of this Agreement by You shall be binding upon Expedia without its prior written consent.

I. Governing Law; Arbitration; Venue.

(i) This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), American Arbitration Association ("AAA") Rules, federal arbitration law, and the laws of the state of Washington without regard to conflict of laws principles. It is the intent of the Parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. (ii) Any and all disputes arising out of or relating to this Agreement will be resolved by binding arbitration, rather than in court. This includes any claims You assert against Expedia or its Affiliates. This also includes any claims that arose before You accepted this Agreement, regardless of whether any prior agreement with Expedia contained an arbitration provision. Arbitrations will be conducted by the AAA

under its rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. (iii) Any and all proceedings to resolve claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, each Party waives any right to a jury trial. An arbitration decision may be confirmed by any court with competent jurisdiction. (iv) To the extent arbitration is not enforceable in Your jurisdiction, You hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA, in all disputes arising out of or relating to this Agreement.

m. Miscellaneous. Each Party will fully comply with all international, national, state, federal or local laws, regulations and treaties applicable to its business and operations. You will obtain all licenses and registrations required for You to operate legally in the jurisdictions in which You operate. At Expedia's request, You will provide documentation to substantiate Your compliance with all such laws, including Short Term Rental Laws, if any. Although Expedia has no obligation to notify You of any such laws or requirements, in the event that Expedia so notifies You or requests that You take actions related to Your compliance with any laws, You will use commercially reasonable efforts to cooperate with such requests and to comply with all applicable laws. In the event that You fail to comply with any applicable laws, Expedia may terminate this Agreement immediately with respect to specific Participating Properties or, in the case of Property Manager, all Properties, as applicable, upon written notice to You. Subject to applicable law, Expedia reserves the right, in its sole discretion, to provide information relating to any Participating Property or the Rates, Rate Plans, or any Bookings made by guests at any Participating Property through the Expedia System pursuant to this Agreement without notice to You, in order to comply with requests from governmental or regulatory bodies in relation to investigations, litigation, administrative proceedings, enforcement actions or other requests for information from such bodies. You acknowledge that Expedia provides bookings for multiple properties, including Your competitors, and that Expedia has no obligation to disclose any terms relating to Expedia's relationship with other properties. This Agreement is not intended to and does not create a partnership or joint venture relationship between or among the Parties. A Party's failure to perform under this Agreement, other than the obligations set forth in Section B.3.c, is excused if the failure results from a Force Majeure Event. A Party whose performance is impaired as a result of a Force Majeure Event shall promptly notify Expedia, in the case of Properties, or Property Manager, in the case of Expedia. No Party may assign or otherwise transfer in any manner (whether voluntary or involuntary, or by operation of law, sale of securities or assets, merger, reorganization or otherwise) this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of Expedia, in the case of Properties, or Property Manager, in the case of Expedia; provided, however, that Expedia may assign any of its rights or obligations to any of its Affiliates. Any purported assignment in contravention of the preceding sentence will be void and of no force or effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns. Only a Party to this Agreement, which includes such Party's successors and permitted assigns, shall have any right to enforce any of the terms and conditions of this Agreement. Expedia may terminate this Agreement in its entirety or with respect to specific Participating Properties with immediate effect upon written notice to You should any government regulatory entity or any of its agencies require that Expedia be investigated, registered or licensed in any form. No provision in this Agreement may be waived, unless such waiver is confirmed in writing and signed by Expedia and Property Manager. If any part of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement continues in effect. The language of this Agreement will be English and any translation of this Agreement into a language other than English will be for reference purposes only. In the event of a conflict of interpretation, the English language will prevail. Except as otherwise agreed by the Parties, all payments contemplated under this Agreement will be made in a currency selected by Expedia. Sections A.1-A.4, B.3.b-d, B.4.a, B.4.c, B.5.b-c, B.5.e, B.6 and B.7, any other definitions, and any terms that, expressly state that they survive or by their nature, are intended to survive, will survive termination or expiration of this Agreement. This Agreement (including any amendments, exhibits or addenda hereto) is the Parties' entire agreement respecting the subject matter hereof and supersedes all prior agreements, written and oral, respecting the subject matter.

7. Definitions.

"AAA" shall have the meaning set forth in Section B.6.l.

"Affiliate" means (a) Expedia, Inc., a Delaware corporation, and any entity that is directly or indirectly controlled by Expedia, Inc., a Delaware corporation, or (b) any third party that facilitates bookings through the Expedia System. For purposes of this definition, "control" shall be the beneficial ownership of 50% or more of any class of the voting securities of the relevant entity. With respect to (a) above, the term "Affiliate" will not be interpreted to include trivago GmbH or any of its subsidiaries.

"Agreement" shall have the meaning set forth in the Commercial Terms.

"Best Available Rate" means for each reservation booked by a guest through the Expedia System, the lowest restricted or unrestricted price (as applicable), not including Taxes, or other government-imposed fees or surcharges or Property Fees, at which You offered such reservation through any booking channels, including Your own and those of any third party, on the date such reservation was booked, including, without limitation, any special, discounted, and/or promotional rates.

"Booking" means a Property Collect Booking or a Fenced Booking.

"Compensation" shall have the meaning set forth in Section A.1.

"Commercial Terms" shall mean the preceding document which sets forth the PC commercial terms.

"Compensation Percentage" means the specified percentage set forth in the Commercial Terms used to calculate the Compensation.

"Confidential Information" shall have the meaning set forth in Section B.6.a.

"Designated Country Properties" means any Participating Properties located in the EEA, Switzerland, San Marino, Monaco, Andorra, Australia or New Zealand.

"Economic Sanctions" means trade or financial sanctions measures administered, enacted or enforced from time to time by (a) the United States of America, (b) the United Nations Security Council, (c) the European Union or any of its Member States, and/or (d) any country within the United Kingdom.

"EEA" means the European Economic Area.

"Effective Date" shall have the meaning set forth in the Commercial Terms.

"Expedia" means the following entity(ies), as applicable to the relevant Property geography noted: Expedia, Inc., a Washington corporation (U.S.A.); Expedia do Brasil Agencia de Viagens e Turismo Ltda, a Brazil limited liability company (Brazil); and Expedia Lodging Partner Services, Sarl, a Switzerland limited liability company (worldwide except U.S.A. and Brazil). You agree the foregoing definition may be updated from time to time at Expedia's sole discretion, with notice to You.

"Expedia Interface" means the website located at www.expediapartnercentral.com or the Expedia Partner Central mobile app, and any replacement or successor of that website or app, including any web-based or any downloadable form located or accessed on such website or app, a rate sheet, or any other connectivity solution acceptable to Expedia and utilized by Properties to enter all Rates, availability, applicable Tax rates, Property Fees, Property Information, cancellation and no show policies, Facility Policies and/or to modify the Properties' account information and preferred payment and notice practices, into the Expedia System. Use of any connectivity solution will not reduce or otherwise modify any Property's obligations under this Agreement, and use of such connectivity solution shall be governed by the separate connectivity agreement between the Parties, the terms of which are incorporated into this Agreement by reference. If no such agreement is in place, connectivity shall be governed by the terms and conditions located at <https://expediacommunity.com/terms>, as updated from time to time by Expedia.

"Expedia System" means the software, databases, products, and other components that make up the services marketed by Expedia and/or any of its Affiliates to enable guests to shop for, reserve, book, and/or pay for travel and/or accommodation and related services through a computer, telephone, other interactive device, or other booking channel.

"Expedia's Indemnitees" shall have the meaning set forth in Section B.6.h.

"FAA" shall have the meaning set forth in Section B.6.l.

"Facility Policies" means (a) any rules, restrictions, policies, deposits, or similar requirements or conditions applicable to guest eligibility (such as minimum age restrictions), guest conduct, guest use of the Participating Property and/or its facilities or amenities, or that otherwise may affect a guest's use and enjoyment of the Participating Property; and (b) any separate contract between You and the guest related to the guest's use of the Participating Property in connection with the applicable Booking, if Expedia authorizes Your use of such contracts in connection with this Agreement. In the event that Your Facility Policies include deposits, You shall apply and/or refund such deposits, as applicable, according to the terms described in the Expedia Interface for the relevant Participating Property and without unreasonable delay.

"Fenced Booking" means a booking of a Participating Property by a guest through the Expedia System that: (i) is made by the same guest who also has booked or books another lodging component or a car-hire, airfare, rail ticket or other non-lodging component, (ii) is of a Rate or Rate Plan presented so that the property name, flag affiliation (if any) and precise location are withheld from the guest until the guest has paid for the Participating Property, or (iii) is of a Rate or Rate Plan that is not targeted to all users of the Expedia System or that is not available to all users of the Expedia System.

"Fenced Booking Percentage" means a discount You provide beyond the amount You would otherwise receive for a Property Collect Booking.

"Force Majeure Event" means an unforeseeable act or event beyond that Party's reasonable control, such as war, work stoppage, fire, weather events, air carrier interruption, or act of government; provided, that a Force Majeure Event does not include economic hardship, changes in market conditions or insufficiency of funds.

"Materials" means all text, graphics, animation, audio and/or digital video components that reside on or are accessible from or through the Expedia System.

"Online Public" means Marketed Online or Published Online. For the purposes of this definition, (i) **"Marketed Online"** means marketed to the general public online by any means, including on mobile applications but excluding online marketing that is not aimed at the general public including, in particular, email, SMS, and instant messaging communications; and (b) **"Published Online"** means available to the general public online by any means, including on mobile applications and, in the case of Rates and conditions, it includes the display (whether or not on a channel owned and controlled by the Property) of the actual Rates or conditions or sufficient detail for the consumer to calculate such Rates or conditions. For the avoidance of doubt, Online Public excludes availability that does not involve the use of the internet, such as bookings made in person at a Property's reception, by telephoning a Property, or at a bricks and mortar travel agency, so long as such availability is not Marketed Online or Published Online.

"Participating Property" means any short term rental property or other accommodation that (a) is owned by or has entered into a contractual relationship with Property Manager whereby Property Manager is authorized to instruct Expedia to make such property available on the Expedia System, and (b) which has been notified by Property Manager to Expedia from time to time; provided, that Expedia may choose not to accept any such accommodation in its sole discretion.

"Party" or **"Parties"** means Properties and Expedia, individually or collectively, as the case may be.

"PCI DSS" shall have the meaning set forth in Section B.5.c.

"Property" or **"Properties"** means Property Manager and/or each Participating Property, as applicable.

"Properties' Indemnitees" shall have the meaning set forth in Section C.6.h.

"Property Collect Booking" means a booking by a guest through the Expedia System for which You are responsible for charging and/or collecting payment from the guest for such booking.

"Property Information" means all information, including availability information, photographs, trademarks, names, trade names, logos, descriptions, and other content or material (a) provided by You, (b) entered into the Expedia Interface by You, or (c) displayed or otherwise made available by You on Your website(s) or any third-party or social networking site or app portraying, describing or relating to the particular Participating Property.

"Property Fees" means all mandatory fees, costs or charges imposed by You on guests (other than the Reservation Price and Taxes) that such guests must pay in order to stay at the relevant Participating Property, including without limitation resort fees, housekeeping fees and extra-person charges, whether collected directly by You or not. Property Fees do not include fees, costs, Taxes or charges for services or amenities included in the Reservation Price or for any additional optional services or amenities that guests choose to pay for (e.g., optional pool heating fees, wireless internet connection, spa appointments) or any service charges or other fees Expedia may charge to guests.

"Property Manager" shall have the meaning set forth in the Commercial Terms.

"Rate" means the Reservation Price.

"Rate Plan" means the applicable Reservation Price and associated booking conditions, including Property Fees, available through the Expedia System.

"Reservation Price" means the amount paid or payable by a guest in respect of the relevant Participating Property, but not including any Property Fees or Taxes, or any charges or fees imposed on guests by Expedia.

"Restricted Person" shall mean a "Specially Designated National," "Specially Designated Global Terrorist," "Blocked Person," or similar designation under the Economic Sanctions.

"Short Term Rental Laws" means all laws, rules, ordinances or regulations applicable to the advertising or renting of residential dwelling units for a term of approximately one month or less and/or any and all similar legal or regulatory requirements.

"Tax" or **"Taxes"** means any tax, surtax, fee, levy, cess, assessment, impost, duty, charge or surcharge of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts, in any country, province, state or locality.

"Terms and Conditions" shall have the meaning set forth in the Commercial Terms.

"You" shall have the meaning set forth in the Commercial Terms.

Victor Chen