

Last Updated: January 1, 2025

MARKETING PRODUCT SPECIFIC TERMS

In addition to the Revinate General Terms and Conditions of Service (the "**General Terms**") entered into by and between you ("**Customer**," "**you**" or "**your**") and Revinate, LLC, its subsidiaries and affiliated entities (collectively, "**Revinate**," "**we**," "**our**" or "**us**"), as well as the Service Order associated with the General Terms ("**Service Order**") which incorporates by reference these Revinate Marketing Product Specific Terms ("**Product Specific Terms**"), your use of the Revinate Marketing software, products and associated services (collectively the "**Services**") is subject to the following additional Product Specific Terms. Capitalized terms used but not defined herein have the meanings given to them in the General Terms. These Product Specific Terms shall apply only if Customer has ordered the Services, as reflected in a valid Service Order. To the extent that anything in or associated with these Product Specific Terms is in conflict with, or inconsistent with, the General Terms and/or Service Order, these Product Specific Terms shall take precedence unless otherwise stated to the contrary herein.

1. Data. Revinate shall, on Customer's behalf, collect and provide Customer with access to personal information pertaining to current guests of Customer's properties ("**Guests**"), as well as prospective Guests, from sources made available to Revinate by Customer, including: (i) Customer's property management system; (ii) Customer's use of Revinate's Reservation Sales solution, as well as other Revinate solutions, software and services; (iii) lists provided directly by Customer; and (iv) Customer's use of third party integrated software solutions (collectively, "**Database**").

(a) Customer's collection, maintenance and use of the Database shall at all times comply with all Applicable Law (as defined below) including, without limitation: (A) the California Consumer Privacy Act, Cal. Civ. Code § § 1798.100 et seq. ("**CCPA**"), the California Privacy Rights Act ("**CPRA**"), the Colorado Privacy Act ("**CPA**"), the Connecticut Data Privacy Act ("**CDPA**"), the Indiana Consumer Data Protection Act ("**ICDPA**"), Iowa Consumer Data Protection Act ("**ICDPA**"), the Montana Consumer Data Privacy Act ("**MCDPA**"), the Tennessee Information Protection Act ("**TIPA**"), the Utah Consumer Privacy Act ("**UCPA**") and the Virginia Consumer Data Protection Act ("**VCDPA**"), and any subsequently enacted state data privacy laws; and (B) the Gramm-Leach Bliley Act, the Federal Trade Commission Act, the CAN-SPAM Act of 2003, as amended, Canada's Anti-Spam Legislation ("**CASL**"), the EU General Data Protection Regulation ("**GDPR**"), the UK General Data Protection Regulation ("**UK GDPR**"), and any and all rules and regulations promulgated under any of the foregoing (collectively, "**Applicable Privacy Laws**").

(b) Where Customer's intended use of the Database includes: (i) telemarketing to the Guests, Customer represents and warrants that the Database will consist of individuals that have provided: (A) "prior express written consent" (as defined in the Telephone Consumer Protection Act (47 USC § 227), and its implementing regulations adopted by the Federal Communications Commission (47 CFR § 64.1200), as amended from time-to-time (the "**TCPA**")) to receive commercial telephone calls via automated means (including pre-recorded calls and artificial voice calls, as well as SMS text messages) from Customer to the provided telephone numbers ("**TCPA Consent**"); (B) consent required under other applicable state and federal laws including, without limitation, Federal Do Not Call List requirements, the Oklahoma Telemarketer Restriction Act, the Florida Telemarketing Act and Florida Do Not Call Act and the Washington Telemarketing Law HB1497 ("**Additional Consents**"); and (C) "express agreement, in writing" (as required under the Amended Telemarketing Sales Rule, 16 C.F.R. § 310.4(b)(iii) (the "**ATSR**") to receive telephone calls from Customer to the provided telephone numbers even if they are listed on a state or federal Do Not Call list ("**TSR Consents**," and together with the TCPA Consent and Additional Consents, the "**Telemarketing Consent**"); and (ii) sending email marketing messages to the Guests, Customer represents and warrants that such Database will consist of individuals that have provided: (A) "**Affirmative Consent**," as defined in the CAN-SPAM Act of 2003, as amended ("**CAN-SPAM**"), to receive commercial email from Customer; and (B) the requisite consent ("**CASL Consent**") to receive "**Commercial Email Messages**," as defined under Canada's Anti-Spam Legislation ("**CASL**"), from Customer, where the Database contains the email address(es) of any resident(s) of Canada. Customer shall retain the records of each individual's Affirmative Consent, CASL Consent and/or Telemarketing Consent, as applicable ("**Consent Records**"), for a minimum of five (5) years following collection of same. Customer must, within five (5) business days of receipt of Revinate's

request, provide the: (A) Consent Records to Revinate; and (B) name, date, time, IP address and referral URL where the applicable individual(s) submitted the subject personal information.

(c) Only lists that Customer lawfully owns or has been given permission to use may be uploaded to the Services platform/provided to Revinate by Customer.

(d) Customer will use best practices and fully cooperate with Revinate to ensure the lowest spam rates possible. If Customer's account experiences an email deliverability rate below ninety percent (90%), Revinate may temporarily suspend Customer's account until reasonably acceptable deliverability mitigation measures have been taken.

2. Revinate Marketing. Revinate shall provide Customer with access to, and hereby grants Customer a license to use, subject to the licensing provisions set forth in the Agreement, any of the following Services that have been purchased by Customer as reflected in the Service Order(s) associated with the purchased Services:

(a) **Guest Data Platform - Pro.** This Service integrates with the Property Management System ("PMS") to pull in data and create "**Rich Guest Profiles**" which enables Customer to segment its audience to enhance its marketing's power.

Marketing Pro. This Service features the following offerings: One-Time & Automated Campaigns, Drag & Drop Email Builder, Campaign & Revenue Insights, Database Insights, Upsell Rooms & Amenities, Guest Preferences, Loyalty Tiers, A/B Testing, and unlimited logins.

Guest Feedback Pro (Reputation and Post-Stay Surveys). This Service helps Customer to improve Guest experiences and boost online rankings with consolidated reputation management, post-stay Guest surveys, and detailed reporting.

(b) **Transactional Emails:** This Service consists of Confirmation, Modification, and Cancellation emails. The emails are triggered by Guest events, such as a new reservation being made, a change to an existing reservation, or a reservation being canceled.

(c) **Multi-Property Marketing:** This Service helps Customer to understand its Guest through group-level Rich Guest Profiles and "**Insights.**"

(d) **In-Stay Surveys:** This Service include surveys sent after each Guest has checked-in, but prior to that Guest checking-out of the Customer property. This Service is only included for Customer properties that have purchased this Service at an additional fee.

(e) **Flex Surveys:** This Service includes surveys which are solicited in an anonymous fashion. In connection with this Service, Customer can receive Guest feedback anytime during a Guest's visit via SMS, QR Codes, Email, WiFi and other available formats.

3. Neutral Host. Revinate operates the Services as a neutral host. Customer understands and agrees that Revinate will not be responsible for, and Revinate undertakes no responsibility to monitor or otherwise police, Customer Communications (as defined below) and/or Customer's use of the Services. Customer agrees that Revinate shall: (a) have no obligations and incur no liabilities in connection with any Customer Communications and/or Customer's use of the Services; and (b) not be liable to any party for any claim in connection with the Customer Communications and/or Customer's use of the Services.

4. Customer's Compliance Responsibilities (North America).

(a) Customer represents and warrants that: (i) its marketing activities in connection with the Services and Guests; (ii) its email messages, surveys and other marketing communications with Guests and prospective Guests (collectively, "**Customer Communications**"); and (iii) its Database shall at all times comply with all applicable laws, rules and regulations including, without limitation: (A) all telemarketing-related laws, rules and regulations including, without limitation, applicable provisions of the TCPA, the ATSR, laws governing the National Do Not Call Registry ("**NDNCR**"), Pallone-Thune

Telephone Robocall Abuse Criminal Enforcement And Deterrence Act ("**TRACED Act**"), the Florida Telemarketing Act and Florida Do Not Call Act, Maryland's Stop the Spam Calls Act of 2023, the Oklahoma Telemarketer Restriction Act, the Washington Telemarketing Law HB1497, and analogous state laws (collectively, "**Telemarketing Laws**"); (B) Applicable Privacy Laws; and (C) the Gramm-Leach Bliley Act, the Federal Trade Commission Act, CAN-SPAM, CASL, and any and all rules and regulations promulgated under any of the foregoing (collectively, subsection (A)-(C) above, "**Applicable Law**"). Without limiting the foregoing, Customer shall ensure that the following shall fully comply with Applicable Privacy Laws: (I) Customer's Database, data security policies and procedures, encryption technology, personnel oversight and networks; (II) Customer's record keeping practices in connection with consumer data obtained, stored, utilized and/or transferred to third parties by Customer; (III) Customer's procedures for preventing a breach of Database data and responding in the event that a consumer data breach occurs; (IV) Customer's policies and procedures related to cross-border transfers of personal information; and (V) Customer's policies for honoring the right of consumers to exercise all rights granted to consumers under Applicable Privacy Laws, including providing Revinate with notice of same where required by Applicable Privacy Laws.

(b) **Legal Disclaimer.** Neither Revinate, nor the Services (including the professional services and services associated with the setup, implementation, and education package), are intended, under any circumstances, to offer legal advice, recommendations or counselling in connection with any legal matter including, without limitation, compliance with Applicable Law (including Telemarketing Law and Applicable Privacy Laws), and no element of the Services should be construed as such. Customer should always check with its attorney(s) to ensure that any use of the Services (including the professional services and services associated with the setup, implementation, and education package) complies with Applicable Law including, without limitation, Applicable Privacy Laws and the Telemarketing Laws.

5. Customer's Compliance Responsibilities (Outside North America).

(a) **Compliance with Applicable non-US Law.** By accessing and using the Services, you represent and warrant that your use of the Services will at all times be in strict compliance with all applicable local and international laws, rules and regulations, including, but not limited to, all applicable privacy laws, rules and regulations (collectively, "**Applicable non-US Law**").

(b) **Legal Disclaimer.** Neither Revinate nor the Services are intended, under any circumstances, to offer legal advice, recommendations or counselling in connection with any legal matter including, without limitation, compliance with Applicable non-US Laws, and no element of the Services should be construed as such. You should always check with your attorney(s) to ensure that any use of the Services complies with Applicable non-US Law.