

Last Updated: January 1, 2025

RESERVATION SALES 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 Reservation Sales Product Specific Terms ("**Product Specific Terms**"), your use of the Revinate Reservation Sales software products and associated services (collectively the "**Services**"), as well as the third-party owned and operated telephony platform made available to Customer in connection with the Services, is subject to the following additional Product Specific Terms. For purposes of the General Terms and these Product Specific Terms, the Third-Party Platform shall be deemed part of the Services, subject to all restrictions, limitations, disclaimers, terms and conditions applicable to the Services as set forth in the General Terms and this Service Order. 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, or inconsistent, with the General Terms and/or Service Order, these Product Specific Terms shall take precedence unless otherwise stated to the contrary herein. In response to changes in any laws and/or regulations applicable to the Services that render our continued provision of same potentially illegal or commercially infeasible, we reserve the right to modify, limit the availability of, or terminate the Services, or any portion thereof, without liability to Customer.

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

(a) **Recordings.** Where Customer obtains this Service, reservation calls recorded by Customer using the Services will be saved by Revinate for a minimum sixty (60) day period.

(b) **Marketing Campaign Tracking and Identification.** This Service will enable Customer to track and monitor marketing campaigns and success ratios through the use of (i) code added to Customer's website(s) that can help to select content displayed to website users based on certain user behavior prior to accessing the applicable Customer website(s); (ii) dedicated local and Toll-Free numbers ("**TFNs**"); and (iii) sales agent interactions with callers.

(c) **Shopping Cart Abandonment.** This Service enables agents to retarget website booking engine guests who added reservations or other services to their shopping cart but exited without completing their purchase. The availability of this Service is subject to Customer's use of a website booking engine supported by Revinate.

(d) **Call Categorization for Quality Control.** Where Customer obtains this Service, Customer will have the ability to categorize all inbound calls fielded via the Services for the purposes of assessing quality and sales training needs.

(e) **Analytics and Reporting.** Where Customer obtains this Service, Revinate will provide Customer with detailed analyses and reporting of call quantity, origination, campaign-specific responses, quality assurance and achievement of identified metrics and sales goals. When available, Revinate shall provide real-time data to Customer regarding each caller's geographic and personal demographics, including such caller's prior call and lead history with Customer.

(f) **Call Routing.** This Service will, upon the request of Customer, route incoming calls to designated agents based on caller needs and Customer's staffing skill levels.

(g) **Local and Toll-Free Numbers.** During the Term of the Agreement, Customer will be provided with local and/or TFNs specified in the Service Order to be used exclusively by Customer. Customer may purchase additional TFNs at the rate(s) reflected in the applicable Service Order. Any transfer of TFNs may be subject to additional fees as described in the Service Order. All such TFNs shall be used exclusively for Customer's reservation business and no other purpose. Subject to Customer meeting all of its payment obligations set forth in the Agreement, the TFNs, and any data collected by Revinate on behalf of Customer, shall belong to Customer. Customer is prohibited from automatically directing local calls to a TFN.

(h) **Outbound Calling.** Revinate will provide Customer with the ability to make outbound reservation calls and will facilitate the long-distance traffic associated with such calls. Unless separately specified in a Service Order, only calls made within the North American dialing plan are included or will be enabled through use of the Services.

2. Customer Success Manager. Revinate will assign a Customer Success Manager to help Customer optimize its use and understanding of the Services, in addition to any other Services described in the Service Order. Any out of scope Professional Services requested by Customer may be available for additional fees as set forth in the Statement of Work executed by the parties for such Professional Services.

3. Education. Prior to full implementation of the Services by Revinate, Revinate will provide training to Customer via the online E-Learning Management System (as defined below) and virtually or on-site at Customer's principal place of business at such times as reasonably requested by Customer. The training will consist of both management and staff training. Additional training after implementation may be available upon request at an additional cost. The term "**E-Learning Management System**" means the Revinate web portal that contains e-Learning course materials and tracks user certification of Revinate products. Customer understands and agrees that, although certain aspects of the Services (including the E-Learning Management and associated training) may involve Revinate assisting Customer with various marketing efforts (including telemarketing campaigns), Revinate is neither providing, nor are the Services intended, under any circumstances, to constitute legal advice, recommendations or counseling in connection with any legal or regulatory matter, and no element of the Services should be construed as such. Customer shall, at all times, be solely responsible and liable for fulfilling and complying with any and all obligations, restrictions and requirements associated with any commercial activities undertaken by Customer in connection with use of the Services, including complying with the consumer consent requirements imposed by Applicable Law (as defined below). Customer should always check with its attorney(s) to ensure that any use of the Services, including its outbound calls, complies with Applicable Law. Without limiting the foregoing, Customer hereby expressly acknowledges and agrees that Revinate makes no claim that its Services will not be considered as utilizing an autodialer or automated telephone dialing system within the meaning of Telemarketing Laws (as defined below). As a result, Revinate does not make any claim, representation or assertion that Customer's use of the Services to place and receive calls will comply with Telemarketing Laws.

4. Responsible Organization Change Request Form. If desired by Customer, Customer must complete and return to Revinate a Responsible Organization Change Request form giving Revinate, or a third-party agent designated by Revinate, authority to carry and transfer Customer's existing local and/or TFN traffic.

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

(a) Customer represents and warrants that all consumers contacted by Customer by and through the Services (whether via inbound or outbound calls) (collectively, "**Call Participants**") will consist of individuals that have provided: (i) "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 from Customer to the provided telephone numbers ("**TCPA Consent**"); (ii) consent required under other applicable state and federal laws including, without limitation, Federal Do Not Call List requirements, the Florida Telemarketing Act and Florida Do Not Call Act, Maryland's Stop the Spam Calls Act, the Oklahoma Telemarketer Restriction Act and the Washington Telemarketing Law HB1497 ("**Additional Consents**"); and (iii) "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**"). Customer shall retain the records of each individual's Telemarketing Consent ("**Consent Records**") for a minimum of five (5) years following collection of same. Customer must, within five (5) business days of receipt of

Revinatē's request, provide the: (A) Consent Records to Revinatē; and (B) the name, date, time, IP address and referral URL where the applicable Call Participant(s) provided the Telemarketing Consent.

(b) Customer represents and warrants that its telemarketing activities in connection with the Services shall comply with all applicable laws, rules and regulations including, without limitation: (i) 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, the Oklahoma Telemarketer Restriction Act, the Washington Telemarketing Law HB1497, and analogous state laws, as well as rules applicable to the maintenance and use of operable opt-out systems, call abandonment, in-call rebuttal rules, laws and regulations that require Customer to notify Call Participants that the calls are being recorded, daily per-consumer call restrictions and time-of-day/day of week/holiday call restrictions (collectively, "**Telemarketing Laws**"); *provided, that*, without limiting the foregoing, Customer shall ensure that all outbound calls are made within times and hours permissible under Applicable Law. Customer may not block or transmit misleading caller identification information. With respect to residents of the states of Florida, Maryland and Oklahoma, Customer shall not make more than three (3) commercial solicitations via telephone or text to the same person during any twenty-four (24) hour period regarding products and/or services in the same general business vertical, the same general subject matter or similar issue; (ii) 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 Delaware Personal Data Privacy Act ("**DPDPA**"), the Florida Digital Bill of Rights ("**FDBR**"), the Indiana Consumer Data Protection Act ("**ICDPA**"), the Iowa Consumer Data Protection Act ("**ICDPA**"), the Montana Consumer Data Privacy Act ("**MCDPA**"), the Oregon Consumer Privacy Act ("**OCPA**"), the Tennessee Information Protection Act ("**TIPA**"), the Texas Data Privacy and Security Act ("**TDPSA**"), the Utah Consumer Privacy Act ("**UCPA**") and the Virginia Consumer Data Protection Act ("**VCDPA**"); and (iii) 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, subsection (i)-(iii) above, "**Applicable Law**").

(c) Customer shall: (i) be responsible for all aspects of the operation of its call center ("**Call Center**"), other than the Services provided by Revinatē; (ii) hire only Call Center employees that are fully licensed in each state in which consumers reside that are contacted by such employees and that have not been previously precluded from performing Telemarketing Services by a United States regulatory agency; (iii) set its own training standards and do its own training for its personnel; *provided that* such training and training standards will be sufficient to ensure the professional and first-class operation of the Call Center, in accordance with industry standards; and (iv) obtain and/or maintain, at its sole cost and expense, all permits, licenses and other consents necessary to utilize the Services provided under the Agreement including, where appropriate, telemarketing registration and bonding in applicable United States jurisdictions.

6. 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 Revinatē 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.

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