

STAYmyway TERMS AND CONDITIONS

The Order executed by and between Subscriber and STAYmyway America, Inc., or its authorized resellers ("Reseller") shall be subject to the terms of the Order Form, STAYmyway's Procedures, STAYmyway's Policies (collectively the "Agreement"), and the following terms and conditions as set forth herein, which may be updated from time to time, at STAYmyway's sole discretion. The STAYmyway mobile device application, client software, on-line web-based application, and STAYmyway module card shall be collectively referred to as the Products, and the Products, related documentation and services shall collectively be referred to herein as the "Services." To the extent the Services are sold and/or provided by a Reseller, certain provisions may apply to both STAYmyway and Reseller.

1. Defined Terms. Any defined terms not defined herein shall take on the meaning as set forth on the Order Form.
2. Services. Subject to the terms of the Agreement, STAYmyway or its Reseller will use commercially reasonable efforts to make the Services available to Subscriber 24 hours a day, 7 days a week, except for (a) planned downtime (which will be scheduled to the extent practicable with at least 8 hours notice (posted on the STAYmyway Web Site); or (b) any unavailability caused by circumstances beyond the reasonable control of STAYmyway, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service or hosting provider failures or delays.
3. Proprietary Rights. The parties understand and agree that STAYmyway and its third party licensors own all right, title and interest, including all intellectual property rights in the: i) STAYmyway Services and all mobile and client application software, hardware, and other property connected or embodied in the Services (including without limitation, all software text, graphics, interfaces, workflow processes, images, audio and visual information, online tutorials, documents, specifications, and materials or other technology made available to Subscriber); ii) any recommendations, suggestions, enhancement requests, ideas, or other information related to any of STAYmyway's Products or Services ("Feedback"); and iii) all common law and registered trademarks, tradenames, copyrights, patents and other intellectual property rights in connection with the Services.
4. Subscription License. Use of the STAYmyway Services is licensed, not sold. Subject to compliance with the Agreement, STAYmyway grants Subscriber, a nontransferable (except for assignment of the Agreement per the terms herein) nonexclusive right to access and use the STAYmyway Services described on the Order Form, solely for the duration of the Subscription Term and any renewals thereof and only for Subscriber's internal business purposes of operating a hospitality facility owned or managed by Subscriber and for which applicable subscription fees have been paid to STAYmyway. The STAYmyway Software may only be used online at the applicable URL (the "Web Site") and only by employees and agents of Subscriber who are authorized by Subscriber to access the STAYmyway Software and use the Services on Subscriber's behalf specifically and pursuant to their job scope ("Authorized Users"). Each Authorized User must have a unique user ID and password combination for using the STAYmyway Software ("User Account"). Multiple individuals shall not share a User Account. Subscriber agrees that all administered passwords will be kept secure and confidential, that the Services will be used only in accordance with STAYmyway's Procedures and Policies, and that it will use commercially reasonable means to prevent unauthorized access to the Services. New User Accounts may be set up for new Authorized Users in replacement of User Accounts that have been de-activated for individuals who have terminated employment with Subscriber or otherwise changed job status or function and no longer require use of the STAYmyway Services. In such event that an Authorized User is no longer employed by Subscriber or no longer requires access to the Services to complete its job responsibilities, Subscriber shall immediately deactivate the authorized user from access to the Services with the understanding that STAYmyway shall not be liable, in any manner whatsoever, for Subscriber's failure to deactivate a user that is no longer employed by Subscriber or no longer requires access to the Services or for any other failure related to the security of and restriction to the Services.
5. Subscriber Responsibilities. Subscriber represents, covenants, and warrants that: 1. It will use the Services only in compliance with STAYmyway's standard published policies and procedures then in effect, which may be

amended from time to time at its sole discretion, and in compliance with all applicable laws and regulations; and 2. It will complete all prerequisites and responsibilities required by STAYmyway or Reseller in connection with the Services. Subscriber further agrees that with respect to the STAYmyway module card that is inserted into Subscriber's hardware locks as part of the Services, it shall verify any impact to the lock's warranties related to the Services and agrees that STAYmyway shall not be liable or responsible, in any manner, whatsoever, should the warranty on Subscriber's locks be deemed invalid as a result of Subscriber's use of the Services. Subscriber further agrees to indemnify and hold harmless STAYmyway, its agents, employees, Resellers, and contractors, against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) from Subscriber's use of the Services or in connection with any claim or action that arises from an alleged breach, violation, or non-performance in connection with this Agreement or STAYmyway's Procedures and Policies.

6. Subscriber Data. All data inputted by Subscriber or its guests into the Services, in addition to data generated by the Services is proprietary to Subscriber for use by Subscriber or its guests per Subscriber's internal policies ("Subscriber Data"); provided however that Subscriber hereby grants to STAYmyway, a fully paid up, irrevocable, perpetual, worldwide license to copy and use the Subscriber Data, excluding the personally identifiable information, in order to: i) fulfill STAYmyway's obligations under the Agreement; ii) to compile and aggregate with information from other sources, in order to analyze, evaluate, create derivative works of, and otherwise develop market intelligence and statistical information from Subscriber Data; and iii) to disclose, distribute, and sublicense any statistical information but only in an aggregate form that does not disclose the identity of the Subscriber Data. Both parties agree to comply with all laws and regulations, in addition to their own privacy policies, with respect to use and distribution of the Subscriber Data and that use of the Subscriber Data as set forth herein shall not infringe on any intellectual property rights or confidentiality obligations as otherwise set forth hereunder. STAYmyway's privacy policies are set forth in www.STAYmyway.com/STAYmywayPrivacyandSupportPolicy which may be modified from time to time, at STAYmyway's sole discretion.

In addition to the foregoing, the parties agree that the Services shall be hosted and Subscriber Data stored using Amazon Web Services or other hosting service platform as determined by STAYmyway, at its sole discretion. Subscriber hereby accepts the terms and availability of Amazon Web Services as a commercially reasonable standard and agrees to comply with all of its applicable terms and conditions. In connection with the Subscriber Data, STAYmyway agrees to maintain the Subscriber Data for up to eighteen (18) months, with the understanding and agreement that STAYmyway reserves the right to modify its general practices and procedures regarding storage of Subscriber Data with notice to Subscriber. Additional storage is available to Subscriber for an additional charge. In the event of loss or corruption of Subscriber Data, STAYmyway's liability is limited to using best efforts to restore Subscriber Data within the STAYmyway application to the status of STAYmyway's most recent uncorrupted back-up of the STAYmyway application database. and in accordance with applicable privacy laws and regulations.

7. Restrictions. Subscriber shall not: i) remove or alter any copyright notices or other proprietary legends contained in any STAYmyway Product; ii) disassemble, decompile, or reverse engineer any STAYmyway Product; iii) create Internet "links" to any STAYmyway Service; iv) reproduce, distribute, "frame", or "mirror" any part of any STAYmyway Service on any other computer system; v) access or copy the STAYmyway Service in order to build a similar or competitive product or service; vi) make any STAYmyway Service accessible or available to any third party; vii) use any STAYmyway Service to operate a service bureau or otherwise provide STAYmyway Services to any third party; viii) copy, sell, redistribute, or otherwise transfer the STAYmyway Services, Subscriber's access thereto, or any materials or documentation provided to Subscriber in connection with the STAYmyway Services; or ix) use the STAYmyway Services in violation of any law or regulation, including United States export control laws and associated regulations. Subscriber is responsible for all activity occurring through its User Accounts and hereby represents and warrants that all registration information provided by Subscriber is true, complete, and accurate, and that Subscriber will notify STAYmyway of any changes and keep such information true, complete and accurate for the Subscription Term. Subscriber shall promptly notify STAYmyway of any known or suspected breach of security or use of STAYmyway Services in breach of this Agreement (including unauthorized use of User Accounts).

8. Confidential Information. Subscriber, STAYmyway and Reseller each understand that the other has disclosed or

may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information") Confidential Information of a party shall be deemed to include all information, materials and data disclosed or supplied by a party ("Disclosing Party") to the other party hereto receiving such information ("Receiving Party"), that Disclosing Party designates to or reasonably is deemed to be of a confidential nature. The following information shall not be considered Confidential Information hereunder: (1) information of Disclosing Party that is or becomes generally known within the relevant industry through no wrongful act, omission, or breach of Receiving Party; (2) information which Receiving Party can establish and document by contemporaneous written proof was in the possession of or known by such party prior to its receipt of such information from Disclosing Party, without any confidentiality obligations to Disclosing Party; (3) information that is rightfully disclosed to Receiving Party by a third party with no obligation of confidentiality to Disclosing Party; (4) information which is independently developed by Receiving Party without use of or reference to Confidential Information of Disclosing Party, with Receiving Party bearing the burden of proving such independent development; and (5) information that is required to be disclosed pursuant to any court or regulatory order. Confidential Information of Disclosing Party may not be used by Receiving Party for any purpose except in the performance of Receiving Party's obligations hereunder. Receiving Party shall maintain the confidentiality of all of Disclosing Party's Confidential Information and shall not disclose such Confidential Information to any person or entity, except as provided or required in the performance of the Services hereunder. Except as otherwise stated herein, Receiving Party shall promptly return to Disclosing Party all correspondence, memoranda, papers, files, records and other tangible materials embodying Disclosing Party's Confidential Information or from which such information may be derived, including all copies, extracts or other reproductions thereof, upon request by Disclosing Party. Notwithstanding the foregoing, Subscriber agrees to allow STAYmyway to publicize Subscriber with its logo as a customer of STAYmyway in the form of press releases, website materials, case studies, and other marketing communications, unless specifically disallowed in writing by Subscriber.

9. Support Services. STAYmyway or Reseller will provide the support services pursuant to its support policy available at www.STAYmyway.com/STAYmywayPrivacyandSupportPolicy (the "Support Policy"). Subscriber understands and agrees that STAYmyway may revise the Support Policy from time to time at STAYmyway's sole discretion by placing its revised Support Policy on its Web Site and providing written notice to Subscriber with the applicable hyperlink. Any problems relating to the STAYmyway module card will be serviced by STAYmyway or Reseller at no charge during the initial term of the Agreement; any request for services, replacement or repair of the STAYmyway card after the initial term, including applicable shipping charges, shall be chargeable to Subscriber at STAYmyway's then current rates.

10. Warranties. STAYmyway or Reseller shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Subscriber understands and agrees that Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by STAYmyway or by third-party providers, or because of other causes beyond STAYmyway's reasonable control, but STAYmyway shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. STAYmyway's service term commitments shall be set forth in the Support Policy with the understanding that STAYmyway shall be in no manner liable or responsible, whatsoever, for any failed commitments that are not solely the fault of STAYmyway or that arise as a result of a Force Majeure event.

NOTWITHSTANDING THE FOREGOING, STAYMYWAY DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED, BE FREE OF ANY VIRUSES OR HARMFUL COMPONENTS, BE ERROR FREE OR ACHIEVE ANY RESULTS EXPECTED BY SUBSCRIBER; NOR DOES STAYMYWAY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED OR EXPECTED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND STAYmyway DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Luis will insert service level.....

11. Limitation of Liability. Except as to STAYmyway's indemnity obligations as specifically set forth herein, STAYmyway's liability for direct damages, if any, to Subscriber, its Corporate Entity, its agents, its clients, its guests, its employees, its Resellers or any third party, for any cause whatsoever including STAYmyway's negligence, shall be limited to STAYmyway's obligation to repair or replace the defect or to re-perform the Services in compliance with the terms of this Agreement. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL STAYmyway, ITS OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES BE RESPONSIBLE OR LIABLE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORY FOR: (A) ERRORS, INTERRUPTION OF USE, OR COMPROMISE OF THE SERVICES; (B) LOSS OR INACCURACY OF SUBSCRIBER DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR PROFITS; (C) ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ARISING FROM THE USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (D) ANY MATTER BEYOND STAYmyway'S REASONABLE CONTROL.

12. Indemnification. STAYmyway will defend or settle, at its own expense, any action brought against Subscriber alleging any STAYmyway Product or Subscriber's use of any STAYmyway Services infringes any patent, copyright, trademark, or other proprietary right enforceable in the United States, provided, and only if, Subscriber: 1) provides STAYmyway prompt written notice of the claim; ii) grants STAYmyway sole control of the defense and settlement of the claim; iii) does not perform any action that is prejudicial to STAYmyway's ability to defend the claim; and iv) provides STAYmyway full cooperation and information reasonably requested. Notwithstanding the foregoing, the Parties understand and agree that STAYmyway shall have no liability for any claim based on the use of the STAYmyway Services that is: i) in violation of this Agreement; or ii) in combination with other software or hardware not provided by, specified or authorized in writing by, STAYmyway. If use of any STAYmyway Service is enjoined despite STAYmyway's commercially reasonable efforts, at its sole option, to procure rights to continue operating the STAYmyway Service, or modify or replace the STAYmyway Service to make it noninfringing, STAYmyway may terminate the Subscription Term and issue a refund of a prorated portion of the Subscription Fee that was prepaid and unused. This Section states STAYmyway's entire liability for any claim of infringement of any intellectual property rights of any kind.

13. Term and Termination. The Agreement term shall be set forth in the Order and shall be renewable upon payment of the applicable renewal invoice for successive one year terms, commencing 365 days from the Order Date ("Anniversary Date"), unless earlier terminated based on: 1. mutual consent of the parties or 2. if either party provides the other 30 days written notice of non-renewal prior to the end of the then current term. In the event of renewal of the Subscription Term, the parties agree that STAYmyway reserves the right to increase the Subscription Fees to reflect its then current fees. In addition to the foregoing, STAYmyway may terminate the Subscription Term, or suspend Subscriber's subscriptions to the STAYmyway Products and Services if: i) applicable Subscription Fees and other fees have not been timely paid; or ii) Subscriber is in material breach of this Agreement and has failed to cure the breach within 30 days of written notice. In connection therewith, STAYmyway will promptly notify Subscriber of any suspension and will work with Subscriber in good faith to resolve the issue(s) which prompted suspension. In no event will any such termination or suspension give rise to any liability of STAYmyway to the Subscriber for a refund or damages, nor shall it affect or impair Subscriber's obligations to pay all amounts owed STAYmyway under this Agreement, including without limitation, all fees due STAYmyway through the term of this Agreement. STAYmyway reserves the right to assess a reconnection fee in the event the suspension results from Subscriber's failure to pay the applicable Fees or Subscriber's intentional violation of this Agreement. Termination and/or suspension is without prejudice to other remedies available to STAYmyway for any violation of this Agreement by Subscriber. Upon termination of the Subscription Term, Subscriber agrees to immediately discontinue use of STAYmyway's Services, and at STAYmyway's option, shall either return or destroy all documentation related to the Services. Within ten (10) days of termination, Subscriber will remove any Products provided by STAYmyway in connection with STAYmyway's Products and Services from any devices owned or controlled by Subscriber and provide certificate of such removal or destruction to STAYmyway. Upon Subscriber's written request, if received within five (5) days of termination of the Subscription Term and so long as Subscriber is not in default of any of its obligations under this Agreement, STAYmyway will make the Subscriber Data available to

Subscriber within 30 days of the request.

14. Force Majeure. Except for timely payment of Fees, no party shall be responsible for any failure to perform its obligations if performance is prevented or delayed by unforeseen circumstances including, but not limited to, any act of God, war, fire, natural disaster, accident, riots, acts of terrorism, acts of government, shortage of materials, supplies, or resources, failure of any transportation or communication system, internet service, or hosting service provider, or non-performance of a party's agent or third party provider, or any other cause beyond its reasonable control.

15. Disputes. The Agreement will be governed by the laws of the United States and of the State of Florida, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree to operate in good faith to resolve any disputes on an informal basis in connection with any matters arising under the Agreement as soon as reasonably possible. Failing good faith discussions, and except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by binding arbitration under the Rules of the American Arbitration Association, located in Dade County, Florida. Judgment upon the award rendered under arbitration may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration or other legal proceeding, through and including appellate litigation.

16. Miscellaneous. This Agreement consisting of these Service Terms, the applicable Order Form, and STAYmyway's Procedures and Policies are the final and represents the complete agreement between the parties with respect to Subscriber's use of the STAYmyway Services. STAYmyway may revise these Service Terms from time to time at STAYmyway's sole discretion by placing revised Service Terms on their Web Site and providing written notice to Subscriber with the applicable hyperlinks. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied to the construction or interpretation of this Agreement. The Agreement supersedes all oral and written communications regarding the Services and may not be assigned by Subscriber without the prior written consent of STAYmyway, which consent shall not be unreasonably withheld. STAYmyway may assign the Agreement with advance written notice to Subscriber or to an affiliate or a successor in interest of the STAYmyway Product business. Any purported assignment in violation of this Section shall be void. Nothing in the Agreement creates any agency, fiduciary, joint venture or partnership relationship between STAYmyway and Subscriber. The failure of STAYmyway to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision. Should a conflict exist between the Order Form and other portions of the Agreement, the terms of the Order Form will control. STAYmyway may provide notices to Subscriber by email, mail, or courier, in each case to Subscriber's email or postal address as recorded in STAYmyway's account information. Notices to STAYmyway must be sent by mail or courier to STAYmyway International, Inc., 2857 SW 27 Avenue, Coconut Grove, FL 33133, attention CFO. Notices sent by email will be effective 24 hours after emailing unless STAYmyway receives notice that the email was not delivered. Other Notices are effective upon receipt.