Self Checkin Agreement for MyPMS Customers

This agreement is made as of the date specified below between BookingCenter, LLC. (**"BookingCenter"**) and the customer specified below (**"Customer"**).

WHEREAS BookingCenter has agreed to provide and help Customer integrate a Self Checkin Module for MyPMS that includes a Desktop - and .mobi - web Self Checkin Module connecting an on-site device (iOS and/or Mac/PC Desktop computer) allowing a Guest to lookup their existing booking and 'check themselves in' to the MyPMS system (see '**Schedule A'** below for design path worked out with customer). The Self Checkin Module will work with the MyPMS Property Management System and MyGuest. BookingCenter has integrated a series of applications with links into the MyPMS and provides reasonable support to make Self Checkin function for the purposes defined in **Schedule A** for the Customer's use at a hotel location on an iOS device or Mac/PC computer connected to the Internet on the condition that Customer accepts the terms of this Agreement. Please read this agreement carefully before purchasing the Self Checkin Module from BookingCenter. By signing, Customer acknowledges that they have read this agreement and agree to be bound by its terms and conditions.

NOW THEREFORE it is agreed as follows:

1.   License. Customer is hereby granted a non-exclusive, non-transferable license to use the Self Checkin Module provided by BookingCenter to work with the MyPMS Property Management System during the term of the agreement, and under the conditions agreed to, between Customer and BookingCenter signed on the Effective Date of the MyPMS End User Agreement. The grant of the Self Checkin Module does not create, grant or in any way vest in Customer any right, title or interest in any software or other intellectual property comprised in the MyPMS nor the Self Checkin Module. Subject to these terms and conditions, BookingCenter's Self Checkin Module grants a non-transferable, non-exclusive, limited license to install, use and execute the Self Checkin Module solely for the use of working with the MyPMS Property Management System and MyGuest system. BookingCenter does not grant any other license or right, except as expressly granted here, (including, but not limited to, the right to prepare "Derivative Works"). Customer has no right to the MyPMS nor Self Checkin Module source code.

2.   Payment. Customer will make initial and ongoing payments for the Contract Service that supports the Self Checkin Module to BookingCenter as specified and defined in **Schedule B** below. Customer will purchase any iOS, PC, Macintosh, or other hardware required to connect their operations to the Self Checkin Module that meets the System Requirements described in this Agreement.

3.   Limited Software Warranty. For forty five (45) days from the date of issuance to the 'Production' environment, BookingCentrer warrants that the Self Checkin Module will be free from major defects and substantially conform to the customer needs as expressed in **Schedule A**.

4.   Customer Responsibilities. Customer acknowledges that (a) it is not possible for BookingCenter to guarantee that the Self Checkin Module will be available or will function properly at all times and (b) from time to time the Self Checkin Module will not be available at all because of the need to conduct routine or non-routine maintenance. BookingCenter will use commercially reasonable measures to ensure that, where possible, downtime will be scheduled with prior notice to Customers and, where possible, not so as to conflict with Customer's normal business operations. Customer will be notified in advance of any maintenance that is to be scheduled on a regular basis and will use its reasonable efforts to give Customer at least 2 days' notice of any other maintenance or downtime. Further, that to install and maintain the Self Checkin Module, the Customer agrees to use commercially reasonable efforts to ensure that their employees comply with the terms of this Agreement. Customer will not: modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the MyPMS nor Self Checkin Modules, any part of these programs; grant any other person or entity the right to do so or take any action that would assist any other person or entity in doing so and will promptly notify BookingCenter of any information that any other person or entity is or is attempting to copy, reverse engineer, disassemble, decompile, translate or modify BookingCenter or the Self Checkin Module. Customer and their employees will not: insert, delete, replace, change or otherwise alter any files in the Self Checkin Module or enable, modify, change, prepare Derivative Works of or otherwise alter any Binary Code files included with the Self Checkin Module; loan, rent, lease, give, sublicense, transfer, publish, disclose, display, or otherwise make available the Self Checkin Module, in whole or in part, to any other person or entity; and Customer will not modify any application programming interface, including modifying any application programming interface by creating additional classes within any interface, or otherwise causing the addition to or modification of the classes in an interface.

5.   Self Checkin Module Devices – Customer's Responsibility. Appropriate safety precautions must always be taken when operating or maintaining equipment connected to the Self Checkin Module or the Internet - especially in a non-hosted environment such as is usually the case with 'Self Checkin'. BookingCenter assumes no responsibility or liability for any injury or damage to any persons or property resulting from the use by Customer of BookingCenter or the Self Checkin Module. Customer warrants that they will take appropriate precautions, establish and post appropriate notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Self Checkin Module. The Self Checkin Module software must be configured based on the specific interfaces required by the Customer (both initial Service Contract and upgrades) that is accomplished only through BookingCenter or one of their certified representatives.

6.   System Requirements. It is the responsibility of Customer to have devices connected to the internet with sufficient bandwidth to run the Self Checkin Module as of this Agreement.

Any Windows® 7, Windows® 10, Mac OS X (any version after OS 10.8), or iOS (any version after iOS 10.1.1) meet the minimum system requirements.

7.   Technical Support. Support for installing the Self Checkin Module will be provided by BookingCenter via telephone Monday through Friday from 9 am to 5 pm PST. Technical Support for the Self Checkin Modules devices, once working, will be provided by BookingCenter Support staff as per the MyPMS End User Agreement signed between BookingCenter and the Customer. BookingCenter will use reasonable endeavors to solve all issues immediately but Customer recognizes that (a) at certain times, for reasons that may be outside the control of BookingCenter, demand for Customer support may exceed its availability and (b) particularly complex issues arising from integrating the Self Checkin Module devices may require a higher degree of support from that which can be provided by telephone support and it may be required to send a technical support specialist on-site. If on-site Support is required, it will be charged at the rate of $450 per day plus agreed-upon travel expenses.

8.   Confidential Information. Data input by Customer in connection with the Self Checkin Module is the exclusive property of Customer and constitutes Customer's confidential information. BookingCenter agrees that it will not in any way use for its own account or for the account of any third party any such information or, save as may be required by law, disclose to any third party any such confidential information. Notwithstanding the foregoing, BookingCenter, or third parties designated by BookingCenter, shall have the right to utilize the Customer's data for statistical reporting purposes, not related directly to Customer, or to individual clients of Customer. Additionally, offers may be made to Customer as a result of use of the Self Checkin Module that may have added value to the Customer.

9.   Termination. (A) If (i) Customer fails to make the payments required to be paid to BookingCenter pursuant to this Agreement if (ii) Customer breaches any of the non-monetary terms of this Agreement and fails to cure such non-monetary breach within thirty (30) days of receiving written notice thereof, BookingCenter shall be entitled to terminate this Agreement. Customer understands that if BookingCenter terminates this Agreement, the license granted herein will terminate immediately and Customer's access to the Self Checkin Module license will be curtailed. Neither BookingCenter nor any contractor, subcontractor, provider or customer of BookingCenter shall have any liability for any loss suffered by Customer arising out of the termination of this Agreement by BookingCenter and by the curtailment of Customer's access to the Self Checkin Modules. If this Agreement is terminated by BookingCenter for cause due to Customer's breach, BookingCenter may retain all of Customer's data until customer has cured any monetary default. (B) Notwithstanding the foregoing, (1) Customer may terminate this agreement at the end of any calendar month for any reason by giving not less than thirty (30) days advance notice in writing and (ii) BookingCenter can terminate this agreement at any time and for any reason by giving not less than thirty days written notice to Customer.

10.   Indemnification. Customer shall, at its own expense, defend, indemnify and hold harmless BookingCenter and their directors, officers, employees and agents and sub-contractors

from and against any and all liability (including attorney's fees and costs) that may arise or result from any violation by Customer or any of its directors, officers, employees, agents, sub-contractors or clients of any of the provisions above or from any action, claim or demand arising out of Customer's content. To the extent, if at all, that Section 56-7-1 NMSA 1978 is applicable to this Agreement, the foregoing agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnity, or the agents or employees of the indemnity; or (2) the giving of or the failure to give directions or instructions by the indemnity, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

11.   Disclaimers. BookingCenter makes no representation or warranty to Customer with respect to the Self Checkin Module, except as expressly stated herein. Except as aforesaid, BookingCenter disclaims all express or implied warranties including, without limitation, all implied warranties arising from course of dealing or course of performance. BookingCenter makes no representation or warranty as to the merchantability or fitness of the Self Checkin Modules for any particular purpose, except as specified in Section A. BookingCenter does not warrant that the Self Checkin Module will be uninterrupted or error free but will make commercially appropriate commitments to assure it is error-free and secure. BookingCenter does not and cannot control the flow of data to or from the site from which the Self Checkin Module is provided or other portions of the Internet. Such flow depends in large part on the performance of the Internet, the devices used by the Customer, the Self Checkin Module, MyPMS, MyGuest, and other factors provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which BookingCenter or Customer's connections through the Internet (or portions thereof) may be impaired or disrupted. Although BookingCenter will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, BookingCenter cannot guarantee that they will not occur. Accordingly, BookingCenter disclaims any and all liability resulting from or related to such events and Customer releases BookingCenter therefrom.

12.   Limitation of Liability. In no event shall BookingCenter be liable to Customer or any third party for any special, consequential, incidental or other indirect damages however caused, on any theory of liability, and these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. In no event shall BookingCenter's liability to Customer pursuant to this agreement exceed the amount of money paid by Customer to BookingCenter during the previous three months pursuant to this agreement, whether or not BookingCenter has been advised of the possibility of such damages. The parties acknowledged that the provisions of this Section have been bargained for and agree that this Section represents a reasonable allocation of risk.

13.   Security. In connection with the use of the Self Checkin Module, Customer will be provided with hosted software which will permit persons designated by Customer to access Customer's information and/or to use the Self Checkin Module. Customer is solely responsible

for devising and implementing appropriate security arrangements regarding authorized use of working devices and/or computers and security of all data including passwords. Customer acknowledges that they are responsible for delivery, entry, maintenance, timeliness and accuracy of all data input into the Self Checkin Module and that BookingCenter is not responsible or liable for any such data or information including, without limitation, any inaccuracies therein or for any actions taken or admitted to be taken by Customer in reliance thereon.

14.   <u>Force Majeur</u>. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this agreement due to any cause beyond its reasonable control, including act or war, acts of god, earthquake, flood, embargo, riots, sabotage, labor shortage or dispute, government act or failure of the Internet provided that the delayed party (a) gives the other party prompt notice of such cause and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

15.   <u>Miscellaneous</u>. (a) This agreement is made under and will be governed by and construed in accordance of the laws of the State of Nevada. (b) The Superior Court in Douglas County shall have jurisdiction with respect to any disputes that may arise between the parties in connection with this agreement. (c) The waiver of any breach or default of this agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. (d) In the event of any provision of this agreement is held by tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect. (e) Customer may not assign its rights or delegate its duties under this agreement either in whole or in part without the prior written consent of BookingCenter. BookingCenter may assign this agreement in whole or in part and may delegate its obligations as it thinks fit provided that such assignment or delegation shall not relieve BookingCenter of any obligations to Customer hereunder. (f) This agreement and the Service Contract constitute the entire agreement between the parties relating to the provision of the Self Checkin Module and supercedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding the same, with the exception of the MyPMS End User Agreement, which supercedes this Self Checkin Service Agreement. (g) In the event of any conflict between the terms of this Self Checkin Service Agreement and the MyPMS End User Agreement, the terms of the MyPMS End User Agreement shall prevail. (h) This agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instruments. (i) All obligations and responsibilities of the parties relating to licensing and protection of intellectual property and confidential information shall survive the termination of this agreement and shall remain enforceable by either party.

16.   <u>Effective Date</u>. The effective date of this agreement is _____.

BOOKINGCENTER, LLC. By: Name: Title:	CUSTOMER By: _____ Name: _____ Title: _____

Schedule A

Customer Service Contract Specified Needs

Schedule B

Service Contract

   Acceptance of this Agreement will require the Customer make a one-time Service Contract payment to BookingCenter for the Self Checkin Module, in addition to a monthly Service Contract support fee payable to BookingCenter. The fee structure is guaranteed for one year.

Customer Request:	
One Time Initial Cost; Self Checkin Module Setup and initial Service Contract	**$TBD**
Monthly Cost; Monthly Service Contract for Self Checkin Module	**$TBD**