

Terms & Conditions

Effective April 2017

This Agreement is made by Corporate Lodging Consultants, Inc. ("CLC") located at 8111 East 32nd. St. North Suite 300, Wichita, Kansas 67226 and the "Customer" named and described in the application submitted (the "Application").

1. **Term and Termination:** This agreement (the "Agreement") shall be entered into and binding upon Customer upon the occurrence of any of the following: (a) Customer's submission of the Application in writing, by phone, through online application on CLC's website, or otherwise; (b) by Customer's use of any CLC Service; or (c) by Customer's use of a CheckINN Card. This Agreement shall be made effective and deemed executed upon approval by CLC of Customer's Application and/or the issuance of CheckINN Cards.

This Agreement shall continue until terminated. Either party may terminate this Agreement upon notice to the other party. CLC may add additional services to or suspend or discontinue any part of the CLC Services at any time.

Upon any termination of this Agreement, Customer agrees to destroy or to return any materials, forms, supplies and other properties delivered by CLC to Customer, including but not limited to CheckINN Cards, and Customer shall pay— without setoff or deduction— all hotel charges, other charges, any CLC fees, charges, and any other amounts which may become due and payable that were incurred prior to the date of such termination.

2. **Statement of Scope and Responsibility:** CLC provides services to Customer for its business travelers. The "CLC Services" may include, among other things, a listing of hotel locations with discounted rates for travelers, reservation assistance services, consolidated travel statements and invoices, and the acceptance and processing of billings from hotels for Customer for the lodging expense of Customer's travelers. CLC Services may also include the disbursement of payments to hotel locations for hotel billings after receipt of payment from Customer to CLC for such hotel billings.

CLC does not provide lodging and does not resell lodging. Customer acknowledges that lodging is provided by individual hotel locations. In accordance therewith, Customer acknowledges and agrees that CLC shall have no responsibility or liability for lodging and services provided by a hotel location, and that CLC shall have no responsibility for the safety of a traveler in connection with CLC providing the CLC services hereunder. CLC makes no warranties or representations of any kind with respect to the safety of any hotel facilities, services, grounds, transportation services or surrounding areas.

3. **Payment Terms, Pricing, and Other Terms:** Payment terms for hotel room and tax charges, other charges, and CLC fees and charges for CLC Services are set forth on the Payment & Pricing Schedule which may be accessed by Customer by logging into Customer's account at www.clclodging.com and clicking on the "Payment & Pricing Schedule" link. Alternatively, Customer may request a paper copy of Customer's Payment & Pricing Schedule by calling CLC at 866.860.6374. Charges and fees for CLC Services are set forth in Customer's Payment & Pricing Schedule. Additional terms and conditions may apply to Customer's Payment & Pricing Schedule and may be set forth in Customer's Payment & Pricing Schedule. Customer shall be responsible for remitting payment to CLC for all amounts on Customer's invoice from CLC.

CLC may update Customer's Payment & Pricing Schedule by notifying Customer by mail, email, or by publishing a new Payment & Pricing Schedule at www.clclodging.com. Customer's access to Customer's account or any use of CLC Services following such notice or publication constitutes Customer's acceptance of Customer's then-current Payment & Pricing Schedule.

Customer is unconditionally responsible for payment to CLC for all valid hotel charges (including but not limited to taxes), any other valid charges billed to Customer, and all CLC charges and fees. Customer is solely responsible for all valid hotel charges incurred on behalf of Customer's travelers

and indemnifies and holds CLC harmless from any and all liability for such charges, including but not limited to any attorneys' fees required to defend or prosecute any action to collect on such charges.

Customer authorizes CLC as its broker to charge all valid hotel room and tax charges, other valid hotel charges, CLC fees and charges, and all other amounts set forth in the Payment & Pricing Schedule to the Customer credit card identified by Customer in the Application or otherwise on record with CLC.

Hotel room and tax charges are subject to change at any time without notice prior to an individual hotel stay. Hotel room, tax and CLC fees are available through CLC Lodging via Customer's online Web account or CLC's mobile app for iPhone/Android.

Customer's obligation to pay CLC for valid hotel charges and other valid charges under this Agreement is absolute and shall not be diminished, excused or discharged by any act of Customer, its designee or agent, whether negligent, dishonest or otherwise, including unauthorized use of CLC Services by Customer, its designee or agent.

Customer agrees to refer all inquiries from hotels regarding Customer lodging to CLC for consideration and exert reasonable best efforts to ensure that Customer's travelers utilize hotels provided by CLC. Pricing and terms of this Agreement are set with the agreement of the parties that substantially all of Customer's travelers will be required to utilize hotels provided by and billed through CLC.

Customer authorizes CLC to obtain a business credit report and to conduct inquiries (including through the use of third party services) regarding Customer's business creditworthiness.

4. **Lost or Cancelled CheckINN Cards:** Customer shall regard CheckINN Cards supplied by CLC as being solely the property of CLC and acknowledges that all such cards are subject to immediate cancellation upon notice from CLC. Customer shall: (a) immediately discontinue use of CheckINN Cards and cause such cards to be destroyed or returned to CLC upon CLC's written notice to Customer, (b) notify CLC immediately of the loss or theft of any CheckINN Cards, (c) collect all CheckINN Cards from terminated employees and agents and promptly destroy or return such cards to CLC, and (d) remain responsible for use of all CheckINN Cards until receipt by CLC of written notice by registered or certified mail, facsimile, e-mail or through CLC's Customer Web Site of said loss, theft or employee termination.

5. **Non-Disclosure:** Customer shall consider all forms, reports, hotel listings, hotel rates, hotel contracts, CLC fees and charges, and the processes and procedures of CLC provided to Customer hereunder (hereinafter jointly referred to as "Proprietary Information") as the exclusive property of CLC at all times. Customer is only authorized to use said Proprietary Information for the purposes contemplated by this Agreement. Customer shall not reproduce or release this Proprietary Information to any other persons or entities without the prior written consent of CLC. CLC shall guard the privacy of Customer information provided by Customer hereunder in accordance with the terms of CLC's Privacy Policy set forth on its website (www.checkinncard.com/cid/privacy.cfm).

6. **Limitation on Liability:** The parties agree that as a broker CLC shall have no responsibility for the safety of Customer's travelers in connection with providing CLC Services hereunder and that CLC makes no warranties or representations of any kind with respect to the safety of any hotel facilities, services, grounds, transportation services or surrounding areas. Customer agrees to indemnify, protect, defend and hold CLC, its parent and subsidiary entities, and its and their officers, directors, employees, agents, and affiliates ("Indemnified Party") harmless from any and all claims, demands, actions, losses, cost and expenses, including attorney fees and court costs for any accident, personal injury, property damage, incidental or consequential damages, economic loss, or any other loss of any kind sustained or incurred by Customer's employees, agents, representatives or any other person or entity, which are alleged to arise directly or indirectly out of Indemnified Party's performance or its failure to perform any CLC Services or obligations under this Agreement, regardless of the nature of the claim or the theory or recovery asserted against the Indemnified Party, including claims that Indemnified Party was at fault, negligent, or strictly liable. Customer further agrees that Indemnified Party's liability for damages of any kind in connection with the performance of this Agreement shall not in any case exceed CLC's fees and charges (exclusive of hotel charges and taxes) paid by Customer to CLC during the latest twelve (12) month period. In no event shall Indemnified Party be

liable for any consequential, economic or special damages in connection with this Agreement even if Indemnified Party has been advised of the possibility of such damages.

7. **Disputes:** CLC will use reasonable efforts to assist Customer in resolving any transactions disputed between Customer and a hotel, provided, however, that CLC shall have no responsibilities (financial or otherwise) for such disputed transactions. Final resolution of disputed transactions is the responsibility of Customer and/or the hotel.

8. **Changes to Terms and Conditions:** CLC may amend or restate the terms and conditions of this Agreement (the "Terms & Conditions") at any time by notifying Customer by mail, email, or by publishing new Terms & Conditions at www.clclodging.com. The Terms & Conditions may be accessed by Customer by logging into Customer's account at www.clclodging.com and clicking on the "Terms & Conditions" link. Alternatively, Customer may request a paper copy of Customer's Terms & Conditions by calling CLC at 866.860.6374. Any use of CLC Services following notice or publication of amended or restated Terms & Conditions constitutes Customer's acceptance of the then-current Terms & Conditions. In the event that Customer does not agree to amended or restated Terms & Conditions, Customer may terminate this Agreement upon notice to CLC.

9. **Miscellaneous:** The obligations of confidentiality and indemnification, and Customer payment obligations shall survive any termination of this Agreement.

This Agreement shall be exclusively governed by and exclusively construed in accordance with the laws of the state of Kansas without regard to conflicts of laws principles or provisions. Customer agrees that all claims, actions or disputes in connection with this Agreement shall be resolved exclusively in the courts of Sedgwick County, Kansas. This Agreement, including the Application and the Payment & Pricing Schedule, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof. If any part of this Agreement shall be determined to be invalid, null, void, illegal, unreasonable, or unenforceable by any court of competent jurisdiction, then such court shall reform such part to render it enforceable to the maximum extent permitted under applicable law. Further, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by e-mail, facsimile machine, hand delivery, overnight mail service, first-class mail or certified mail, return receipt requested, to Customer or CLC at the addresses and/or e-mail addresses and/or facsimile numbers set forth in the Application.

This Agreement may not be assigned by Customer. Customer agrees to notify CLC immediately in writing of any changes in Customer's ownership or legal structure.

The CheckINN Card is intended solely for business travel at participating hotels.

No persons under the age of 18 are permitted to stay at a CLC network property using the CheckINN Card as the primary method of payment.