

Hotel Benchmarking Product Terms and Conditions

These Hotel Benchmarking Product Terms and Conditions form a material part of the License Agreement which references these Hotel Benchmarking Product Terms and Conditions, and supplement the CoStar License Agreement Terms and Conditions. To the extent any provision in these Hotel Benchmarking Product Terms and Conditions is in conflict with any provision in the CoStar License Agreement Terms and Conditions, the provision in these Hotel Benchmarking Product Terms and Conditions will control.

1. **Definitions.** Capitalized terms not defined herein shall have the meanings ascribed to them in the CoStar License Agreement Terms and Conditions. As used herein, the following terms shall have the following meanings:

- **Affiliate:** An entity controlling, controlled by or under common control with Licensee, with control being (i) the direct or indirect ownership of at least fifty percent (50%) of the total equity, in one class or more classes of equity and (ii) the possession, directly or indirectly, of the power to direct or cause the direction of such entity's management and policies, whether by ownership of voting securities, by contract or otherwise; provided, however, that in no event shall Affiliate mean or include any entity that competes with CoStar or any of its affiliates.
- **Agreement:** As defined in the CoStar License Agreement Terms and Conditions, together with these Hotel Benchmarking Product Terms and Conditions that were effective as of the time the parties fully executed the License Agreement.
- **Authorized Benchmarking User:** (a) If Licensee is an individual, Licensee, otherwise (b) each individual who is (i) an employee or exclusive contractor (i.e. an individual person working solely for Licensee and not also for himself or another company with real estate or lodging industry information needs, and performing substantially the same services for Licensee as an employee) of Licensee or Licensee's Affiliate, in each case that benefits from the use of the Hotel Benchmarking Product (including, but not limited to, revenue managers, general managers, financial controllers, sales managers, etc.), (ii) associated with the site(s) specifically identified in the License Agreement, and (iii) included on CoStar's list of Authorized Users and associated sites for the Hotel Benchmarking Product. The number of Authorized Benchmarking Users shall not exceed the number of users set forth in the License Agreement.
- **Authorized External User:** A hospitality owner, franchisee, management company, or asset management company, in each case that is related to Licensee's business, or a third-party consultant of Licensee that needs access to the Hotel Benchmarking Deliverables in order to provide its work product to Licensee. For the avoidance of doubt, Authorized External User shall NOT include business intelligence solution providers, revenue management software providers, online travel agents and other similar third parties.
- **CoStar:** As defined in the CoStar License Agreement Terms and Conditions, together with STR, LLC, a wholly-owned subsidiary of CoStar Realty Information, Inc.
- **CoStar License Agreement Terms and Conditions:** The CoStar License Agreement Terms and Conditions referenced in the License Agreement.
- **Hotel Benchmarking Product:** The STR hotel benchmarking product, including without limitation hotel and lodging reports and benchmarking services.
- **Hotel Benchmarking Deliverables:** CoStar's hotel benchmarking reports and other deliverables associated with the Hotel Benchmarking Product, including Hotel Data and its derivative KPIs compared against comparable and aggregated data provided by other Hotel Benchmarking Participants relative to Licensee's participating hotels and/or other comparable market data.
- **Hotel Benchmarking Participants:** Participants (other than Licensee) in the Hotel Benchmarking Product.
- **Hotel Data:** Data provided by Licensee to CoStar relating to the Hotel Benchmarking Product that may consist of the following types:
 - (a) "Historical Rooms Revenue Data" which consists of total rooms sold (demand), total rooms available (supply) and total rooms revenue;
 - (b) "Profit and Loss Data" which consists of revenues and costs by hotel operating department and undistributed cost centers;
 - (c) "Bookings Data" which consists of daily totals of number of rooms sold, number of rooms available and rooms revenue for the next three hundred sixty-five (365) days;
 - (d) "Segmentation Data" which consists of Historical Rooms Revenue Data and/or Booking Data split between group, contract and transient business;
 - (e) "Additional Revenue Data" which consists of total Food & Beverage Revenue and Total Revenue;
 - (f) "Inventory Data" which consists of all hotels and all hotel development projects (i.e. Pipeline Data) including the details of the brand, owner, operator and manager; and
 - (g) other data relating to the Hotel Benchmarking Product.
- **STR Application:** STR applications, reports or datafiles.

2. **License.** The Hotel Benchmarking Product is expressly included as part of the Licensed Product.

3. **Hotel Benchmarking Deliverables.**

- (a) Licensee may access Hotel Benchmarking Deliverables either through the STR Application, or via the CoStar Product (as the Hotel Benchmarking Deliverables are currently being developed therein), as determined by CoStar.
- (i) To the extent the Hotel Benchmarking Deliverables are delivered through the CoStar Product, Licensee shall access the Hotel Benchmarking Deliverables through one or more of the below user licensing types, as indicated in the License Agreement (each licensing is subject to the type of Hotel Data provided by Licensee to CoStar):

License Type	Level of access	Users
Benchmarking	Hotel Benchmarking Deliverables (as defined below)	Authorized Benchmarking User
Published View	Selected portions of the Hotel Benchmarking Deliverables as defined by CoStar	Authorized External Users
Survey	Selected portions of the Hotel Benchmarking Deliverables as defined by CoStar	Authorized Benchmarking User
Admin*	Client self-service functionality	Authorized Benchmarking User

*Admins shall promptly notify CoStar (directly or through the CoStar Product) of any Authorized Benchmarking User's change or termination of employment with Licensee so that CoStar shall cease supplying services to such user.

- (ii) To the extent the Hotel Benchmarking Deliverables are delivered through the STR Application, Hotel Benchmarking Deliverables will generally be delivered to Licensee either daily, weekly and/or monthly, depending on the frequency of data set provided by Licensee. CoStar shall deliver or give access to Licensee the reports or services as indicated in the License Agreement.
- (b) Licensee may, in the ordinary course of its business:
 - (i) provide Hotel Benchmarking Deliverables to Authorized Benchmarking Users for internal business purposes; and
 - (ii) provide Published View licenses (or, to the extent the Hotel Benchmarking Deliverables are delivered through the STR Application, copy, distribute or reproduce such Hotel Benchmarking Deliverables) to a limited number of Authorized External Users for internal business purposes, provided that Licensee shall always acknowledge CoStar as the source of the Hotel Benchmarking Deliverables.
- (c) Unless Licensee has obtained CoStar's express written consent, which shall be set forth in a separate agreement, Licensee shall NOT share Hotel Benchmarking Deliverables with any party which is not an Authorized Benchmarking User or Authorized External User, nor shall any such party be added to any distribution list or given Passcodes to access the Hotel Benchmarking Deliverables. Licensee shall ensure that each Authorized Benchmarking User and Authorized External User keeps the Hotel Benchmarking Deliverables confidential, and Licensee shall be liable for any unauthorized distribution of the Hotel Benchmarking Deliverables.
- (d) CoStar's provision of the Hotel Benchmarking Deliverables is subject to and contingent on Licensee providing CoStar timely, true, accurate, correct and complete Hotel Data as required hereunder.
- (e) Except where CoStar may identify Licensee as a participating Hotel Benchmarking Participant providing data generally in a Hotel Benchmarking Deliverable, no Hotel Benchmarking Deliverable shall directly or indirectly identify Licensee as the owner/provider of any specific data contained within the Hotel Benchmarking Deliverable.
- (f) CoStar may delay or cancel the delivery of any Hotel Benchmarking Deliverables in the event such Hotel Benchmarking Deliverables contains an insufficient amount of Hotel Benchmarking Participants or market data.
- (g) The number of hotels and rooms indicated in the License Agreement were derived CoStar's records of the Licensee's portfolio as of the date that the License Agreement was generated and includes all hotels in Licensee's portfolio that meet the criteria defined in the License Agreement and are either open, under renovation, temporarily closed or under construction and due to open in the next 12 months.
- (h) Notwithstanding anything to the contrary in the CoStar License Agreement Terms and Conditions, upon termination or nonrenewal of this Agreement, Licensee shall not be required to purge from its files any of the Hotel Benchmarking Deliverables.

4. Provision of Hotel Data by Licensee.

- (a) Licensee shall provide the Hotel Data types as indicated in the License Agreement for Licensee's hotels as indicated in the License Agreement and in accordance with the data guidelines and timeframes set forth here: <https://str.com/data-reporting-guidelines>. CoStar is under no obligation to provide to any Hotel Benchmarking Deliverables if Licensee does not provide the applicable Hotel Data to CoStar based on such data guidelines and timeframes.
- (b) Licensee agrees, represents and warrants that:
 - (i) the Hotel Data will be true, accurate and complete, and CoStar will have no obligation to audit it;
 - (ii) Licensee will immediately correct any errors or inaccuracies in the Hotel Data discovered by CoStar or Licensee;
 - (iii) Licensee owns or has the right to provide CoStar the Hotel Data, and Licensee's provision of the Hotel Data to CoStar is non-infringing of any third party's intellectual property rights; and
 - (iv) Licensee owns or has the right to provide CoStar any photographs or other imagery that Licensee provides to CoStar, and publication thereof by CoStar will not infringe on any third-party rights.
- (c) During the term of this Agreement, Licensee hereby grants to CoStar a nonexclusive, perpetual, worldwide, irrevocable license to copy, modify, display, distribute, create derivative works from, or otherwise use and exploit the Hotel Data in accordance with these Hotel Benchmarking Product Terms and Conditions, including creating Hotel Benchmarking Deliverables. CoStar may incorporate and aggregate the Hotel Data with similar data provided by other Hotel Benchmarking Participants.
- (d) CoStar may also make Hotel Data and Hotel Benchmarking Deliverables, available to franchisors, management companies or owners of Licensee's affiliated hotels. Licensee shall promptly notify CoStar (directly or through the Licensed Product) of any change of such franchisors, management companies or owners of Licensee's affiliated hotels so that CoStar can cease providing any such reports to such recipients.
- (e) Licensee agrees to its Hotel Data being transferred to CoStar's (or its subcontractors') locations throughout the world to the extent necessary to process the Hotel Data, whether or not such locations have data protection laws, provided that all applicable data protection or privacy laws are complied with. CoStar may disclose Hotel Data to its employees, agents, advisors, associated companies and/or contractors who have a need to know such information and who are under a duty to keep the information confidential in order to provide the Hotel Benchmarking Product and for other CoStar internal business operations.

- (f) Licensee grants to CoStar a nonexclusive, perpetual, worldwide, irrevocable license to copy, modify, display, distribute, create derivative works from, or otherwise use and exploit any photographs or other imagery provided to CoStar by Licensee for any purpose.
- (g) CoStar reserves the right, in its sole discretion, to remove or not include any Hotel Data it deems to not meet the requirements under these Hotel Benchmarking Product Terms and Conditions.

5. **Miscellaneous.**

- (a) If, in connection with the use of the Licensed Product, Licensee's Affiliate engages in conduct that violates any term of the License Agreement, Licensee shall immediately cause such Affiliate to discontinue such conduct and assume all financial liability for any damages sustained by CoStar in connection with such conduct, as if Licensee, and not the Affiliate, had engaged in such conduct. Licensee shall immediately notify CoStar in the event its direct or indirect ownership of the Affiliate becomes less than 50% of the total equity, in one class or more classes of equity or it no longer possesses, directly or indirectly, the power to direct or cause the direction of the Affiliate's management and policies, whether by ownership of voting securities, by contract or otherwise.
- (b) The parties' respective Hotel Data, Hotel Benchmarking Deliverables, other aggregated and/or processed data, financial information, and any other information provided by one party to another under this Agreement constitutes the disclosing party's trade secrets, confidential information other proprietary information that is non-public in nature and is of competitive value to each party, and neither party shall disclose any such proprietary information belonging to the other party except as expressly permitted in this Agreement or otherwise agreed to in writing by the non-disclosing party. Neither party obtains title to or an ownership interest in such proprietary information that belongs to the other party. Such proprietary information shall be deemed confidential irrespective of whether it is expressly designated so (including without limitation all CoStar data which is automatically confidential, whether before or after the effective date of this Agreement). Each party will use the same means to protect such proprietary information that it uses to protect its own proprietary information, but in any event no less reasonable means. Notwithstanding the foregoing, this Agreement shall not prevent either party from disclosing such proprietary information that belongs to the other party which is (a) already known by the recipient party without an obligation of confidentiality other than pursuant to this Agreement; (b) publicly known or becomes publicly known through no unauthorized act of the recipient party; (c) rightfully received from a third party; (d) independently developed; or (e) required to be disclosed pursuant to a requirement of a court, governmental agency or law, so long as the disclosing party provides the other party with sufficient notice of such disclosure so that the other party can lodge or file any objections to the request. This paragraph shall survive the expiration or termination of this Agreement.
- (c) Licensee shall not intentionally or knowingly use, quote or restate Hotel Benchmarking Deliverables for the purpose of misleading third parties or damaging CoStar's, or its products or reputation.

6. **Jurisdiction-Specific Clauses.**

- (a) **France, Morocco, Algeria and Tunisia.** For Licensees located in France, Morocco, Algeria and Tunisia only, the following additional provisions shall apply, and in the event of a conflict, shall supersede any conflicting provision in these Hotel Benchmarking Product Terms and Conditions:
 - (i) CoStar has a partnership with In Extenso en Conseil en Tourisme Culture & Hôtellerie, wherein each party shares its respective client data with the other, for the purpose of improving their respective product offerings in the French, Moroccan, Algeria and Tunisian markets. Licensee understands that data sent from Licensee to CoStar will be shared with In Extenso, solely for this purpose. Further, CoStar warrants that In Extenso en Conseil en Tourisme Culture & Hôtellerie is contractually obligated to CoStar to maintain the confidentiality of Licensee's individual performance data. By entering into this Agreement, Licensee expressly consents to such sharing of its data.

Effective As Of: July 28, 2023