PrimeGuest

PrimeGuest Master Terms

Version 1.0 · Last updated 2 November 2026

These Master Terms apply to every Subscription Agreement that a Customer signs with Cloud10 Hospitality Private Limited, CIN U70109RJ2022PTC084279, of 509, Unique Aura, P-3 Jyoti Nagar, Sahkar Marg, Jaipur, Rajasthan 302015, India (**Cloud10**) for the PrimeGuest platform, wherever the Customer or its Properties are located. They form part of that Subscription Agreement. The Customer is the person named in the Subscription Agreement. Cloud10 and the Customer are each a **Party**.

1. Definitions

1.1 In these Master Terms and the Subscription Agreement:

Affiliate means an entity that controls, is controlled by, or is under common control with a Party, where control means ownership of more than 50% of voting rights or the power to direct management.

Aggregated Data means data derived from Customer Data or Usage Data that has been aggregated or de-identified so that it does not identify the Customer, a Property or any individual.

Agreement means the Subscription Agreement, the Online Terms, the applicable Country Schedule, any Annexure and every Property Addition Form.

AI Features means any feature of the Platform that uses machine learning or generative models, including forecasts, recommendations, automated agents, drafted messages and summaries.

Applicable Law means all laws, rules, regulations, notifications and binding orders that apply to a Party, a Property or the Services, including the laws of India and the laws of each jurisdiction in which a Property is located.

Authorised User means an employee or contractor of the Customer Group whom the Customer permits to use the Platform.

Controller means the person who determines the purposes and means of processing personal data. It includes a Data Fiduciary under Indian law and a data controller under any other Data Protection Law.

Country Schedule means a schedule to these Master Terms that sets out additional or modified terms for Properties located in a named country. Schedule A applies to Properties in India. Where no Country Schedule exists for a country, these Master Terms apply without modification.

Customer Data means all data, content and materials that the Customer Group or its Authorised Users enter into the Platform or that the Platform receives on their behalf, including Guest Data.

Customer Group means the Customer and each Affiliate or other entity that becomes a party through a Property Addition Form.

Data Protection Law means every law that governs the processing of personal data under the Agreement, including, as applicable, the Digital Personal Data Protection Act, 2023 and the rules made under it and the Information Technology Act, 2000 (India); the General Data Protection Regulation (EU) 2016/679 and the UK GDPR; the Nigeria Data Protection Act, 2023; the Personal Data Protection Law of the Kingdom of Saudi Arabia; and any other data protection law named in the applicable Country Schedule, each as amended or replaced.

Documentation means the user guides and specifications that Cloud10 publishes for the Platform.

Fees means all amounts payable by the Customer under the Subscription Agreement.

Go-Live means the first date on which a Property uses the Platform for live operations, or the deemed date under clause 6.4.

Guest means any individual who books, enquires about, stays at or uses the services of a Property.

Guest Data means personal data of Guests processed through the Platform.

Hosting Region means the geographic region in which Cloud10 hosts the Customer's production Customer Data, as stated in the Subscription Agreement. Where the Subscription Agreement does not state one, the Hosting Region is India.

Intellectual Property Rights means patents, copyright, trade marks, designs, database rights, trade secrets, know-how and all similar rights, registered or not, anywhere in the world.

Online Terms means these Master Terms, including the Country Schedules, the Service Level Agreement, the Data Processing Terms and the Acceptable Use Policy, each as published at primeguest.io/legal in the version stated in the Subscription Agreement.

Platform means the PrimeGuest software-as-a-service platform, including its web and mobile applications, application programming interfaces, AI Features, integrations and updates.

Processor means a person who processes personal data on behalf of a Controller. It includes a Data Processor under Indian law and a data processor under any other Data Protection Law.

Property means each accommodation property identified in the Subscription Agreement, its Annexure or a Property Addition Form.

Sanctions means economic or trade sanctions, embargoes and export control laws administered by India, the United Nations, the United States, the European Union, the United Kingdom or any other authority whose rules bind a Party or its service providers.

Services means access to the Platform and the onboarding, support and other services described in the Subscription Agreement.

Subscription Agreement means the signed document between Cloud10 and the Customer that incorporates these Master Terms.

Subscription Term means the Initial Term and each Renewal Term stated in the Subscription Agreement.

Third-Party Services means any product, service, network or platform not owned by Cloud10, including online travel agencies, channel managers, payment gateways, messaging providers, accounting software, identity verification services and cloud infrastructure.

Usage Data means technical and statistical data about how the Platform is used and performs.

1.2 Headings do not affect interpretation. "Including" means including without limitation. A reference to a law includes its amendments and replacements and any equivalent law in another jurisdiction.

2. Structure, single properties and chains

2.1 Documents. The Agreement consists of the Subscription Agreement, the Online Terms, the applicable Country Schedule, any Annexure and any Property Addition Form.

2.2 Order of precedence. If the documents conflict, the following order applies: (a) the Subscription Agreement; (b) the applicable Country Schedule, for Properties in that country; (c) the Data Processing Terms, on data protection matters only; (d) these Master Terms; (e) the Service Level Agreement and the Acceptable Use Policy; (f) the Documentation.

2.3 Customer terms excluded. No purchase order, vendor form or other terms of the Customer apply, even if Cloud10 accepts or signs them for administrative purposes.

2.4 Multiple Properties. The Customer contracts for itself and for every Property. The Customer may add a Property at any time by a Property Addition Form signed by both Parties. Properties may be located in different countries; the Country Schedule for each Property's country applies to that Property.

2.5 Group entities. An Affiliate or other entity that owns or operates a Property may join the Agreement by signing a Property Addition Form. From that date it is bound by the Agreement for its Property. The Customer remains jointly and severally liable with that entity for all its obligations, including Fees.

2.6 Authority. The Customer warrants that it has authority to subscribe for each Property and to bind its owner, lessee and operator. Where the Customer manages or franchises a Property owned by another person, the Customer remains fully liable to Cloud10 for that Property.

2.7 Property-level operation. Fees, usage limits, service levels, suspension and termination apply separately to each Property. Ending the subscription for one Property does not affect any other.

2.8 Sale or transfer of a Property. If a Property is sold, transferred, re-branded or leaves the Customer's management, the Fees for the rest of its Subscription Term remain payable. This does not apply if the incoming owner or operator signs a Subscription Agreement with Cloud10 for at least the remaining term.

2.9 Co-termination. Unless the Property Addition Form says otherwise, the Subscription Term of an added Property ends on the same date as the Customer's then-current term, with Fees charged pro rata.

3. Services

3.1 Provision. Cloud10 will provide the Services for each Property during its Subscription Term.

3.2 Service levels. Cloud10 will meet the availability and support commitments in the Service Level Agreement.

3.3 Changes to the Platform. Cloud10 may update, enhance or modify the Platform at any time. Cloud10 will not materially reduce the core functionality of a subscribed module during a Subscription Term. Cloud10 may withdraw a feature on 60 days' notice.

3.4 Trials, pilots and beta features. Any free trial, pilot or feature marked beta or preview is provided as is, without service levels or warranties. Cloud10 may withdraw it at any time. Cloud10's total liability for it is limited to INR 10,000 or its equivalent in the currency of the Subscription Agreement.

3.5 Professional services. Customisation, bespoke integration, on-site training and similar work are provided only under a written statement of work at Cloud10's then-current rates.

3.6 Subcontractors. Cloud10 may use Affiliates and subcontractors to provide the Services and remains responsible for their performance.

4. Right to use

4.1 Grant. Subject to payment of the Fees, Cloud10 grants the Customer a non-exclusive, non-transferable, non-sublicensable right for its Authorised Users to access and use the Platform during the Subscription Term. Use is limited to the internal business operations of the Properties.

4.2 Usage limits. Use is limited to the Properties, room counts, user numbers and modules stated in the Subscription Agreement. If the Customer exceeds a limit, Cloud10 may charge the applicable additional Fees from the date the limit was exceeded.

4.3 Software as a service. The Platform is provided as an online service. The Customer has no right to receive a copy of any software or source code.

4.4 Reservation. All rights not expressly granted are reserved by Cloud10.

5. Restrictions

5.1 The Customer will not, and will not permit anyone to:

- copy, modify, translate or create derivative works of the Platform or Documentation;
- reverse engineer, decompile or disassemble the Platform, or try to discover its source code, models, prompts or underlying structure;
- sublicense, resell, rent, lease or provide the Platform to any third party, or use it for a property that is not a Property;
- access the Platform to build or improve a competing product, to benchmark it for publication, or to give access to a competitor of Cloud10;

- scrape or bulk-extract data from the Platform other than through the export tools Cloud10 provides;
- bypass any security or usage control, or carry out penetration or load testing without Cloud10's written consent;
- share login credentials between individuals;
- upload unlawful, infringing or malicious content or code;
- use the Platform in breach of Sanctions; or
- remove any proprietary notice.

5.2 The Customer is responsible for all acts and omissions of its Authorised Users and of anyone using their credentials.

5.3 A breach of clause 5.1 is a material breach. Cloud10 may suspend access immediately.

6. Onboarding and data migration

6.1 Onboarding. Cloud10 will configure the Platform and train the Customer's staff as described in the Subscription Agreement. Dates are estimates and depend on the Customer's cooperation.

6.2 Customer dependencies. The Customer will promptly provide: (a) complete and accurate property, room, rate, tax and policy data; (b) credentials for its channels and other Third-Party Services; (c) a single point of contact with authority to decide; (d) staff for training; and (e) internet, devices and peripherals that meet Cloud10's minimum specifications.

6.3 Migration. Where migration is in scope, Cloud10 will import data that the Customer supplies in the agreed format. The Customer confirms it has the right to extract that data from its previous system. The Customer will verify the migrated data and sign off before Go-Live. Cloud10 is not liable for errors or gaps in the source data.

6.4 Deemed Go-Live. If Go-Live is delayed for a reason attributable to the Customer, Go-Live is deemed to occur 30 days after the Effective Date and Fees run from that date.

6.5 Acceptance. The Platform is deemed accepted for a Property 7 days after Go-Live unless the Customer reports a material defect in writing within that period.

7. Customer obligations

7.1 Lawful operation. The Customer will operate each Property in compliance with Applicable Law and hold all licences and registrations it needs.

7.2 Accuracy of inputs. The Customer is responsible for all rates, inventory, restrictions, taxes, policies, content and configuration that it enters or approves in the Platform.

7.3 Statutory compliance. The Customer alone is responsible for its own legal and tax compliance in each jurisdiction where a Property is located, including indirect tax registration, tax rates, invoicing and returns; guest registration and guest identity verification; reporting of guests to immigration, police or tourism authorities; hospitality, food safety, liquor and local licences; and retaining its statutory records for the period the law requires. The Platform provides tools to assist

with these tasks, configured for the countries listed in the Documentation. It does not replace the Customer's own compliance. Cloud10 does not provide tax, accounting or legal advice. Country-specific obligations are set out in the applicable Country Schedule.

7.4 Guest communications. The Customer will obtain the consents and registrations needed to send messages to Guests through the Platform, including compliance with telecommunications, anti-spam and electronic marketing rules in the Guest's and the Property's jurisdictions, any sender or template registration those rules require, and the policies of WhatsApp and other messaging providers. The Customer will not send unsolicited or unlawful messages.

7.5 Identity documents. The Customer will collect and store Guest identity documents and national identification numbers only as the law of the Property's jurisdiction permits, and only in the form that law allows.

7.6 Account security. The Customer will keep credentials confidential, assign role-based access, use multi-factor authentication where available, and promptly disable access for staff who leave. The Customer will notify Cloud10 without delay of any unauthorised use.

7.7 Infrastructure. The Customer is responsible for its internet connection, devices, printers, local network and power.

7.8 Cooperation. The Customer will give Cloud10 the information and access reasonably needed to provide the Services.

8. Fees, taxes and payment

8.1 Amounts and currency. Fee amounts, currency, payment terms, any late payment charge and the fee-revision cap are those stated in the Subscription Agreement. Fees are payable in the stated currency by bank transfer or through the payment method Cloud10 designates. The Customer bears its own bank charges and any currency conversion cost. Fees are non-cancellable and non-refundable except where the Agreement expressly provides a refund.

8.2 Indirect taxes. Fees are exclusive of goods and services tax, value added tax, sales tax, digital services tax and all similar indirect taxes. Where Cloud10 is required to charge such a tax, the Customer will pay it in addition against a valid tax invoice. Where the tax is payable by the Customer under a reverse-charge or self-assessment mechanism in its jurisdiction, the Customer will account for it and will indemnify Cloud10 against any failure to do so.

8.3 Withholding. The Customer will make all payments without deduction or withholding unless Applicable Law requires it. Where a withholding is required, the Customer will deduct only the amount required, pay it to the tax authority within the statutory time, and give Cloud10 an official certificate or receipt within 30 days. Unless the applicable Country Schedule provides otherwise, the Customer will also pay Cloud10 such additional amount as leaves Cloud10 with the full invoiced amount after the withholding. The Parties will cooperate to apply any reduced rate available under a tax treaty.

8.4 Usage-based and pass-through charges. Messaging, SMS, AI usage above fair-use limits and Third-Party Services charges are billed at the rates in Cloud10's then-current price list for the Customer's currency or at actuals. Cloud10 may require these to be prepaid.

8.5 Late payment and suspension. Any late payment charge stated in the Subscription Agreement applies only to the extent Applicable Law permits. Cloud10 may suspend the Services for a Property as the Subscription Agreement provides and may charge a reasonable reactivation fee, at its discretion, before restoring the Services.

8.6 Disputed invoices. The Customer must notify Cloud10 in writing, with reasons, within 10 days of the invoice date if it disputes an invoice. The Customer will pay the undisputed part on time. An invoice not disputed within this period is treated as accepted.

8.7 No set-off. The Customer will pay all amounts in full without set-off, counterclaim or deduction, other than a withholding permitted under clause 8.3.

8.8 Recovery costs. The Customer will reimburse Cloud10's reasonable costs of recovering overdue amounts, including legal fees.

8.9 Additions and reductions. Additional Properties, rooms, users or modules are charged pro rata from the date they are added. Quantities cannot be reduced during a Subscription Term.

9. Third-Party Services and payments

9.1 Interoperation. The Platform connects with Third-Party Services. The Customer's use of each Third-Party Service is governed by the Customer's own contract with that provider. Availability of a given Third-Party Service may vary by country.

9.2 Authorisation. The Customer authorises Cloud10 to access Third-Party Services on its behalf using the credentials it provides, and to exchange Customer Data with them as needed for the Services.

9.3 No responsibility. Cloud10 does not control Third-Party Services. Cloud10 is not responsible for their availability, accuracy, security, charges, acts or omissions, or for changes to their interfaces or terms. Cloud10 may modify or withdraw an integration if the provider changes its terms, pricing or interface.

9.4 Guest payments. Guest payments are made to the Customer through the Customer's own payment gateway or merchant account. Cloud10 does not collect, hold or settle Guest funds and is not a payment aggregator, payment institution or a party to any Guest transaction. Refunds, chargebacks, payment disputes and payment fraud are the Customer's responsibility.

9.5 Card data. The Customer will not enter or store full card numbers, CVV or other sensitive authentication data in the Platform, other than in fields that Cloud10 designates as tokenised. The Customer will comply with the card scheme rules and the directions of the central bank or payments regulator that apply to it.

10. Distribution, rates and inventory

10.1 Customer control. The Customer decides and is responsible for all rates, availability, restrictions, room and rate-plan mappings and channel settings, whether entered by it or approved by it.

10.2 Duty to verify. The Customer will verify channel mappings and published rates at set-up and after every change, and will monitor its channels regularly. The Customer will report any discrepancy to Cloud10 within 24 hours of the time it noticed, or ought reasonably to have noticed, it.

10.3 Exclusion. Cloud10 is not liable for overbookings, rate or parity discrepancies, parity penalties, missed or lost bookings, commissions, or Guest relocation or compensation costs that arise from the Customer's inputs, mappings, approvals or instructions; delay, error, rejection or outage at a Third-Party Service; synchronisation intervals inherent in channel connectivity; or the Customer's failure to verify or report under clause 10.2.

10.4 Platform defects. Where a loss of the kind in clause 10.3 is caused solely by a verified defect in the Platform, Cloud10's liability is limited to correcting the defect and to any service credit due under the Service Level Agreement, subject always to clause 18.

11. AI Features and automation

11.1 Nature of outputs. AI Features produce outputs by statistical methods. Outputs may be incomplete or wrong and may differ for similar inputs. The Customer will review outputs before relying on them for a material decision.

11.2 No advice or guarantee. Outputs, including rate and revenue recommendations, are decision-support only. They are not professional advice. Cloud10 does not guarantee any revenue, occupancy, rate, saving or other result.

11.3 Automated actions. The Customer chooses the level of automation and the approval rules for each AI Feature. Any action that the Platform takes within the authority the Customer has configured is treated as the Customer's own action. The Customer is responsible for those settings and their results.

11.4 Guest-facing AI. The Customer will keep a human escalation route available for Guest conversations handled by AI Features. The Customer will inform Guests that they are interacting with an automated system where Applicable Law requires, and the Platform provides settings to display that notice.

11.5 Model training. Cloud10 will not use Guest Data to train a third party's general-purpose AI model. Cloud10 may use Aggregated Data to develop and improve its own models and features under clause 12.4.

11.6 AI providers. Third-party model providers that process Guest Data act as Cloud10's sub-processors under the Data Processing Terms, and any transfer of Guest Data to them is governed by clause 6 of those terms.

12. Customer Data

12.1 Ownership. As between the Parties, the Customer owns the Customer Data.

12.2 Licence to Cloud10. The Customer grants Cloud10 a non-exclusive right to host, copy, process, transmit and display Customer Data as needed to provide and support the Services, to keep the Platform secure, to prevent fraud and to comply with law.

12.3 Customer warranty. The Customer warrants that it has all rights, notices and consents needed for Cloud10 to process Customer Data under the Agreement, including for any transfer of Customer Data to the Hosting Region.

12.4 Usage Data and Aggregated Data. Cloud10 owns the Usage Data. Cloud10 may create Aggregated Data and use it for analytics, benchmarking, product improvement and the development of its models and features. This right continues after termination.

12.5 Backups and records. Cloud10 will back up Customer Data as described in the Service Level Agreement. The Customer remains responsible for exporting and keeping the records it must retain by law.

13. Data protection and security

13.1 Roles. For Guest Data, the Customer is the Controller and Cloud10 is its Processor. The Data Processing Terms apply. For account, billing and contact data of the Customer's personnel, Cloud10 is a Controller and processes it under its privacy policy.

13.2 Security. Cloud10 will maintain reasonable security safeguards for Customer Data, consistent with Data Protection Law and good industry practice, including encryption in transit and at rest, access controls, logging and regular backups.

13.3 Incidents. Cloud10 will notify the Customer without undue delay, and in any case within 48 hours, after confirming a personal data breach that affects Guest Data on the Platform, and will give the Customer the information it needs to meet its own notification duties. As Controller, the Customer is responsible for notifying the competent data protection authority and affected individuals within the time its law requires. Cloud10 will make any report that the law requires of it directly.

13.4 Hosting Region and transfers. Cloud10 hosts the Customer's production Customer Data in the Hosting Region. Cloud10 and its sub-processors may process personal data outside the Hosting Region, including for support, messaging delivery and AI inference, only as Data Protection Law permits and in accordance with clause 6 of the Data Processing Terms. Cloud10 will not transfer personal data to a destination that Applicable Law restricts.

13.5 Legal requests. Cloud10 may disclose Customer Data where a court, regulator or government authority lawfully requires it. Cloud10 will tell the Customer first where the law allows.

13.6 Customer's own security. The Customer is responsible for any breach that arises from its credentials, devices, networks, staff or configuration.

14. Intellectual property

14.1 Cloud10 ownership. Cloud10 and its licensors own all Intellectual Property Rights in the Platform, the Documentation, the PrimeGuest name and marks, and all templates, workflows, models, integrations, configurations, customisations and enhancements, even where an item was requested, specified or paid for by the Customer.

14.2 No transfer. Nothing in the Agreement transfers any Intellectual Property Rights to the Customer. The Customer receives only the right to use in clause 4.

14.3 Feedback. Cloud10 may use any suggestion or feedback from the Customer without restriction or payment. The Customer assigns to Cloud10 all rights in that feedback.

14.4 Customer materials. The Customer grants Cloud10 a non-exclusive right to use the Customer's name, marks, images and content as needed to provide the Services, including on booking pages and websites operated through the Platform.

14.5 Websites and booking pages. The designs, templates and code of any website or booking page built on the Platform belong to Cloud10. The Customer's own content on it belongs to the Customer.

14.6 Attribution. Cloud10 may display "Powered by PrimeGuest" or a similar notice on Guest-facing pages and messages.

15. Confidentiality

15.1 Obligation. Each Party will keep the other's confidential information secret, use it only for the Agreement, and disclose it only to personnel and advisers who need it and are bound by equivalent duties.

15.2 Cloud10 information. Cloud10's confidential information includes the non-public features, design, roadmap, security details and pricing of the Platform, and the terms of the Subscription Agreement.

15.3 Exceptions. These duties do not apply to information that is public without breach, already lawfully known, independently developed, or lawfully received from a third party.

15.4 Compelled disclosure. A Party may disclose confidential information where the law or a court requires, after giving the other Party notice where lawful.

15.5 Duration. These duties continue for 5 years after termination, and for trade secrets for as long as they remain secret.

15.6 Remedies. Damages may not be an adequate remedy for a breach. The affected Party may seek injunctive relief in any competent court.

16. Publicity and non-solicitation

16.1 Publicity. Cloud10 may identify the Customer and its Properties as clients, using their names and logos, in its marketing materials and on its website. Case studies and quoted testimonials need the Customer's prior approval.

16.2 Non-solicitation. During the Subscription Term and for 12 months after it ends, neither Party will solicit for employment any employee of the other who was materially involved in the Agreement. Recruitment through general advertising not targeted at that employee is permitted. This clause applies only to the extent Applicable Law permits.

17. Warranties and disclaimer

17.1 Mutual. Each Party warrants that it is validly constituted and has the authority to enter into and perform the Agreement, and that neither it nor any of its owners or directors is the target of Sanctions.

17.2 Cloud10 warranty. Cloud10 warrants that it will provide the Services with reasonable skill and care, and that the Platform will perform materially as described in the Documentation.

17.3 Remedy. If Cloud10 breaches clause 17.2, it will correct the non-conformity within a reasonable time. If it cannot, the Customer may terminate the affected module and receive a pro rata refund of prepaid Subscription Fees for the unexpired period. This is the Customer's sole remedy for that breach.

17.4 Disclaimer. Except as stated in this clause 17, the Platform and Services are provided "as is" and "as available". To the fullest extent the law permits, Cloud10 excludes all other warranties and conditions, express or implied, including of merchantability, fitness for a particular purpose, uninterrupted or error-free operation, and results.

18. Limitation of liability

18.1 Liability not limited. Nothing in the Agreement limits liability for fraud, wilful misconduct, gross negligence where Applicable Law does not permit it to be limited, death or personal injury caused by negligence, or any other liability that cannot be limited under Applicable Law.

18.2 Excluded losses. Subject to clause 18.1, Cloud10 is not liable for any indirect, consequential, special or punitive loss, or for loss of profit, revenue, bookings, business, goodwill or anticipated savings. Cloud10 is not liable for Guest compensation, Third-Party Services penalties, or loss of data beyond restoring it from the most recent backup. This applies however the loss arises and whether or not it was foreseeable.

18.3 Cap. Cloud10's total liability is limited as stated in the Subscription Agreement. The cap applies to Cloud10 and its Affiliates together and to all claims in any 12-month period.

18.4 Service credits. Service credits under the Service Level Agreement are the Customer's sole remedy for any failure to meet an availability commitment.

18.5 Customer liability. The limits in this clause 18 do not apply to the Customer's obligation to pay Fees, its indemnities under clause 19.2, or its breach of clause 5.

18.6 Notice of claims. The Customer will notify Cloud10 in writing of any claim, with reasonable detail, within 60 days of becoming aware of the facts. This is a notice requirement and does not shorten any limitation period.

18.7 Mitigation and allocation. Each Party will take reasonable steps to mitigate its loss. The Parties agree that the Fees reflect the allocation of risk in this clause 18.

19. Indemnities

19.1 By Cloud10. Cloud10 will defend the Customer against any third-party claim that the Platform, used as the Agreement permits, infringes that third party's Intellectual Property Rights in the country where the Property is located, and will pay the damages and costs finally awarded or agreed in settlement, subject to clause 18.3. This does not apply to claims arising from Customer Data, Third-Party Services, modifications not made by Cloud10, or use in breach of the Agreement. If such a claim is made, Cloud10 may procure the right to continue, modify the Platform, or terminate the affected Services and refund prepaid Fees for the unexpired period. This clause states the Customer's sole remedy for infringement claims.

19.2 By the Customer. The Customer will indemnify Cloud10, its Affiliates and their personnel against all claims, losses, penalties and costs, including legal fees, arising from: Customer Data or the Customer's instructions; any claim by a Guest, including about a booking, stay, refund, overbooking, charge or communication; the Customer Group's breach of Applicable Law, including tax, telecommunications, Sanctions and Data Protection Law obligations that fall on it; any breach of clause 5 or the Acceptable Use Policy; the Customer's use of, or dealings with, Third-Party Services; and any dispute between members of the Customer Group, or between the Customer and the owner or operator of a Property.

19.3 Procedure. The indemnified Party will give prompt notice of the claim, allow the indemnifying Party to control the defence, and cooperate at the indemnifying Party's cost. The indemnifying Party will not settle a claim in a way that admits liability on behalf of the other without its consent.

20. Term and renewal

The Subscription Term, renewal and notice of non-renewal are as stated in clause 4 of the Subscription Agreement. The Agreement continues until every Subscription Term has ended.

21. Suspension

21.1 Grounds. Cloud10 may suspend the Services, in whole or for the affected Property or user, if Fees are overdue as the Subscription Agreement provides; the Customer breaches clause 5 or the Acceptable Use Policy; Cloud10 reasonably believes there is a security risk to the Platform or to other customers; a law, court, authority or Sanctions require it; or a Third-Party Service provider requires it.

21.2 Process. Cloud10 will give prior notice where practicable and will restore the Services promptly once the cause is remedied.

21.3 Effect. Fees remain payable during a suspension caused by the Customer. Suspension does not count as downtime under the Service Level Agreement.

22. Termination and exit

22.1 By either Party. Either Party may terminate the Agreement, or the subscription for an affected Property, by written notice if the other Party commits a material breach and does not remedy it within 30 days of written notice, or becomes insolvent, enters liquidation or an equivalent insolvency process in any jurisdiction, or ceases to carry on business.

22.2 By Cloud10. Cloud10 may also terminate by written notice if Fees remain unpaid 45 days after the due date, if the Customer repeatedly breaches the Agreement, if the Customer becomes or comes under the control of a competitor of Cloud10, or if continuing to provide the Services would breach Sanctions or Applicable Law.

22.3 Early exit. Termination for convenience and the sum payable on early exit are governed by clause 4 of the Subscription Agreement.

22.4 Closure of a Property. If a Property permanently ceases operation, the Customer may end the subscription for that Property on 60 days' written notice with supporting evidence. Fees are payable to the end of the notice period and prepaid Fees are not refunded.

22.5 Effect of termination. On termination or expiry, the Customer's right to use the Platform ends, all accrued Fees become payable, and each Party will return or destroy the other's confidential information.

22.6 Data export. For 30 days after termination or expiry, and provided all Fees are paid, the Customer may export its Customer Data in a standard format using the Platform's export tools or on request. Further migration assistance is available at Cloud10's professional services rates.

22.7 Deletion. After that period Cloud10 will delete the Customer Data within 90 days, except routine backups until they are overwritten, data and logs that the law requires Cloud10 to keep, and Aggregated Data.

22.8 Survival. Clauses 5, 8, 12.4, 14, 15, 16.2, 18, 19, 22, 23 and 25, and any other clause intended to survive, continue after termination.

23. Governing law and dispute resolution

23.1 Governing law. The Agreement is governed by the laws of India, unless the Subscription Agreement states another governing law.

23.2 Negotiation. The Parties will first try to resolve any dispute through discussion between senior management for 30 days after written notice of the dispute.

23.3 Arbitration. A dispute not resolved under clause 23.2 will be finally settled by arbitration by a sole arbitrator. Unless the Subscription Agreement states another institution and seat, the arbitration will be conducted under the Arbitration and Conciliation Act, 1996 with its seat and venue in Jaipur, Rajasthan, India, the arbitrator being appointed by agreement within 30 days and failing that under that Act. The language is English. The award is final and binding and may be enforced in any court with jurisdiction over a Party or its assets.

23.4 Courts. Subject to clause 23.3, the courts at the seat of arbitration have exclusive jurisdiction, including for interim relief. Either Party may also seek interim or injunctive relief, or enforce an award, in the courts of the country where the other Party or a Property is located.

23.5 Preserved rights. Nothing in this clause prevents Cloud10 from seeking urgent injunctive relief to protect its Intellectual Property Rights or confidential information.

23.6 Continued performance. The Parties will continue to perform during a dispute. This does not affect Cloud10's rights to suspend or terminate.

24. Force majeure

24.1 Neither Party is liable for a failure or delay caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, government action, Sanctions, failure of internet, telecom, power or cloud infrastructure, outage of a Third-Party Service, and cyber attack that occurs despite reasonable safeguards.

24.2 This clause does not excuse any obligation to pay Fees.

24.3 If the event prevents the Services for more than 60 consecutive days, either Party may terminate the affected Services. Cloud10 will then refund prepaid Subscription Fees for the unexpired period.

25. General

25.1 Assignment. The Customer may not assign or transfer the Agreement, or any right under it, without Cloud10's written consent. Cloud10 may assign the Agreement to an Affiliate or to a successor to its business, on notice to the Customer.

25.2 Changes to the Online Terms. Cloud10 may update the Online Terms by giving 30 days' notice by email. An update applies from the Customer's next Renewal Term, or earlier if the law requires it or it is not materially adverse to the Customer. The current version and its date appear at the top of each page. Earlier versions are available on request. The Subscription Agreement may be changed only in writing signed by both Parties.

25.3 Notices. Notices must be in writing and sent by email to the address in the Subscription Agreement. A notice of breach, termination or dispute must also be sent by registered post or international courier to the registered office. Email notices are treated as received on the next business day at the recipient's location.

25.4 Electronic execution and records. The Parties agree that electronic execution and electronic records are valid and binding under the Information Technology Act, 2000 and any equivalent law that applies to the Customer.

25.5 Platform records. The Platform's logs and records are evidence of the instructions given, actions taken and usage by the Customer Group, unless shown to be wrong.

25.6 Relationship. The Parties are independent contractors. Nothing creates a partnership, joint venture, agency or employment relationship. Cloud10 may provide the Platform to any other person, including the Customer's competitors.

25.7 Anti-corruption. Each Party will comply with Applicable Law on anti-bribery and anti-corruption, including the Prevention of Corruption Act, 1988 (India), the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 where they apply, and will not offer or accept any improper payment in connection with the Agreement.

25.8 Sanctions and export control. Each Party will comply with Sanctions. The Customer will not use, and will not permit a Guest or Authorised User to use, the Platform from or for the benefit of any person or territory that is the target of Sanctions. Cloud10 may suspend or terminate the Services immediately if continuing them would breach Sanctions, without liability.

25.9 Language. The Agreement is made in English. Any translation is for convenience only. The English text prevails in any dispute.

25.10 Severability and waiver. If a provision is invalid or unenforceable in a jurisdiction, it will be applied to the fullest extent permitted there and the rest of the Agreement continues. A delay in enforcing a right is not a waiver.

25.11 Third parties. No person other than the Parties and Cloud10's Affiliates has any right under the Agreement.

Schedule A — India

This Schedule applies to each Property located in India. It supplements the Master Terms and prevails over them for those Properties.

A1. Statutory compliance (clause 7.3). The Customer's obligations include goods and services tax registration, rates, invoices, e-invoicing and returns; the guest register required under state police and tourism rules; verification of guest identity; reporting of foreign guests through Form C to the Foreigners Regional Registration Office; food safety, excise, tourism and municipal licences; and retention of statutory records.

A2. Identity documents (clause 7.5). The Customer will not store Aadhaar numbers or biometric data in the Platform except in a form that the Aadhaar Act, 2016 and UIDAI regulations allow.

A3. Guest communications (clause 7.4). Messaging through the Platform is subject to the Telecom Commercial Communications Customer Preference Regulations, 2018, including registration of the Customer as a principal entity and registration of headers and templates on the distributed ledger platform.

A4. Taxes (clauses 8.2 and 8.3). Fees are exclusive of goods and services tax, which the Customer will pay in addition. The Customer may deduct tax at source as the Income-tax Act requires; no gross-up under clause 8.3 applies to that deduction. The Customer will deposit the tax and issue the deduction certificate within the statutory time. If Cloud10 cannot claim credit because the Customer has not done so, the Customer will pay the amount deducted to Cloud10 on demand.

A5. Card data (clause 9.5). The Customer will comply with the directions of the Reserve Bank of India on card storage and tokenisation.

A6. Data protection (clause 13 and the Data Processing Terms). The Customer is the Data Fiduciary and Cloud10 is the Data Processor within the meaning of the Digital Personal Data Protection Act, 2023. The Customer is responsible for notifying the Data Protection Board of India and affected Data Principals of a personal data breach. Cloud10 will not transfer personal data to any country or territory that the Central Government has restricted under section 16 of that Act.

A7. Hosting Region. Unless the Subscription Agreement states otherwise, the Hosting Region for Properties in India is India.

A8. Statutory interest. Where Cloud10 holds a registration under the Micro, Small and Medium Enterprises Development Act, 2006, nothing in the Agreement limits its rights to interest and recovery under that Act.